NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
http://oa.mo.gov/purchasing

CONTRACT NUMBER CC260002007	**CONTRACT TITLE** Statewide Body Armor and Ballistic Resistant Products
AMENDMENT NUMBER N/A	**CONTRACT PERIOD** November 18, 2025 through August 30, 2027
REQUISITION/REQUEST NUMBER N/A	**MissouriBUYS SYSTEM ID** MB00122143
CONTRACTOR NAME AND ADDRESS Safariland, LLC 13386 International Parkway Jacksonville, FL 32218	**STATE AGENCY'S NAME AND ADDRESS** Various State Agencies throughout The State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.046, RSMo, contract CC260002007 between the State of Missouri and Safariland, LLC is hereby awarded by the State of Missouri consisting of the attached documentation as specified in paragraph 4.1.1 of the attached Cooperative Contract Procurement document.	
BUYER Lane Feeler	**BUYER CONTACT INFORMATION** Email: Lane.Feeler@oa.mo.gov Phone: (573) 522- 3296 Fax: (573) 526-9816
SIGNATURE OF BUYER Lane Feeler	**DATE** 11/18/25
DIRECTOR OF PURCHASING Karen S. Boeger Karen S. Boeger	

State of Missouri

Office of Administration, Division of Purchasing

Cooperative Contract (COOP) for Body Armor and Ballistic Resistant Products

COOP CONTRACT NUMBER NO.:	**CC260002007**
COOP CONTRACT ISSUED ON BEHALF OF:	**Various Agencies Throughout the State**
CONTRACTOR NAME AND ADDRESS:	**Safariland, LLC** **13386 International Parkway** **Jacksonville, FL 32218**
ISSUE DATE:	**10/14/25**
CONTRACT PERIOD:	**Date of Award Through August 30, 2027**
REQUISITION NO.:	**N/A**

REQUESTED RESPONSE DATE: 10/24/25

Response may be submitted by e-mail to the buyer or record or mail, courier, or hand-delivered to the Division of Purchasing at 301 W. High Street, Rm. 630, Jefferson City, MO 65101.

COOP CONTACT INFORMATION:
BUYER: Lane Feeler
PHONE NO.: (573) 522-3296
EMAIL: Lane.Feeler@oa.mo.gov

DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies Throughout the State of Missouri
Delivery Address Will Be Identified on Each Purchase Order

Vendor's Organization Name:	**Safariland, LLC**		
MissouriBUYS Supplier Number:	1017489		
Point of Contact:	**Jaime Marini**		
Phone Number:	**904-705-1759**	**Email Address:**	**Jaime.Marini@Safariland.com**
Mailing Address:	**13386 International Parkway**		
City/State/Zip:	**Jacksonville, FL 32218**		
Vendor Tax Filing Type with IRS (check one):	☒ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐IRS Tax-Exempt		
What date did the vendor's organization begin operation?	Date: 06/16/1997 MM/DD/YYYY		

The Contractor hereby agrees to provide the services and/or supplies described in the attached State of Colorado/NASPO ValuePoint Contract #198469 *for the State of Missouri subject to the conditions stated in paragraph 4.1.1. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri.*

Authorized Signature	**Date**
James Duncan	10/15/2025
Printed Name	**Title**
James Duncan	Vice President and General Manager, Global Armor

ATTENTION:

1. After reviewing the Cooperative Contract Document (COOP), the contractor must complete and return the **cover page above and all necessary exhibits**.
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the cooperative contract document's Vendor Response Exhibits, the vendor are encouraged to IMMEDIATELY begin securing these verifications.
3. The vendor must achieve "**Approved" registration status** in MissouriBUYS (WebProcure/Proactis) and **"Spend Authorized" registration status** in MissouriBUYS, powered by MOVERS **to be considered for a contract award**. Reference Section 5.

Cooperative Contract Organization:

COOP Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission and Award Information Section
COOP Vendor Response Exhibits	Exhibit A	Response Submittal Checklist
	BUSINESS COMPLIANCE EXHIBITS	
	Exhibit B	State of Missouri Tax Compliance
	Exhibit C	Registration of Business Name with the Missouri Secretary of State
	Exhibit D	Anti-Discrimination Against Israel Act Certification
	Exhibit E	Employee/Conflict of Interest
	Exhibit F	Federal Funding Unique Identity ID
COOP Attachments	**Attachments (Separate Documents) (Do not return these documents with response)**	
	Attachment 1	Federal Funds Requirements
	Attachment 2	Missouri Statewide Quarterly Admin. Fee Instructions and Report
	Attachment 3	Missouri Statewide Contract Admin. Fee Quarterly Usage Instructions and Report

1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

1.1.1 Purpose: This document constitutes a request from the State of Missouri, Office of Administration, Division of Purchasing, to enter into a cooperative contract for the provision of body armor and ballistic resistant products as set forth herein for the various state agencies throughout the State of Missouri (hereinafter referred to as "state agency") in accordance with the requirements, provisions, and pricing specified herein.

1.2 Cooperative Contract Authority:

1.2.1 Section 34.046, RSMo, allows the commissioner of administration may also participate in, sponsor, conduct or administer a cooperative purchasing agreement whereby supplies are procured in accordance with a contract established by another governmental entity provided that such contract was established in accordance with the laws and regulations applicable to the establishing governmental entity.

1.3 General Instructions and Requirements:

1.3.1 The vendor must complete and sign the first page of this document, thereby agreeing to provide the referenced products and/or services under the requirements, terms and conditions provided herein. Contractor signature is required to confirm the offer to contract for the products and/or services described herein and to confirm agreement that upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing, a binding procurement contract shall exist between the vendor and the State of Missouri. Invoices for products and/or services provided for the State of Missouri must be submitted to the address shown on Page 1.

1.4 Glossary of Terms and Acronyms:

1.4.1 Whenever the following terms and acronyms appear in the cooperative contract document or any amendment thereto, the definitions or meanings described below shall apply.

1.4.2 General Glossary, Acronyms, and Abbreviations:

a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment, unless otherwise specified herein.
b. **Amendment** means a written, official modification to a contract.
c. **Attachment** applies to all documents which are included with cooperative contract document to incorporate any informational data or requirements related to the performance requirements and/or specifications.
d. **Buyer** means the procurement staff member of Purchasing.
e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
g. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of a cooperative contract and who enters into a contract.
h. **Exhibit** applies to forms which are included with a cooperative contract document for the vendor to complete and submit with their response.
i. **May** means that a certain feature, component, or action is permissible, but not required.
j. **Must** means that a certain feature, component, or action is a mandatory condition.
k. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.

l. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.
m. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
n. **Shall** has the same meaning as the word must.
o. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
p. **State** collectively referring to the state government and/or the agencies thereof.
q. **Supplier** has the same meaning as the word, vendor.
r. **Vendor** means the supplier, offeror, person, or organization that responds to a cooperative contract by submitting a response to the cooperative contract document.

******END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION******

2. SCOPE OF WORK SECTION

2.1 General Requirement:

2.1.1 The contractor shall provide the supplies specified by the State of Missouri's various state agencies at the firm, fixed prices specified in the attached documentation. All references to the State of Colorado and NASPO ValuePoint, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the State of Colorado and NASPO ValuePoint such as background information, statistical/factual information, etc.

2.2 Cooperative Procurement Program:

2.2.1 The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide the products and/or services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities. The following website identifies the current members of the Cooperative Procurement Program: https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing.

2.3 Missouri Statewide Contract Quarterly Administrative Fee:

2.3.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

2.3.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

2.3.3 Payments shall be made using one of the following acceptable payment methods:

a. Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

b. Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

2.3.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

2.4 **Missouri Statewide Contract Quarterly Administrative Fee Report:**

2.4.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, and universities that were made pursuant to the contract.

2.4.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.4.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: http://oa.mo.gov/purchasing/vendor-information. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 2. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

a. Mail: Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

b. Fax: (573) 526-9815
c. Email: ereports@oa.mo.gov

2.4.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.5 **Missouri Statewide Contract Quarterly Usage Report:**

2.5.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing that provides the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.

Data Element	Description
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to the Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

a. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

b. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment 3 which is downloadable from https://purch.oa.mo.gov/vendor-information or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.6 Electronic Funds Transfer, Invoicing, and Payment Requirements:

2.6.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. However, the contractor understands and agrees the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at https://MissouriBUYS.mo.gov.

2.6.2 Invoicing: The contractor shall submit invoices in accordance with the provisions of the governmental entity's contract this cooperative contract is established. The contractor shall perform the services prior to invoicing the state agency, unless the governmental entity's contract this cooperative contract is established allows for payment in advance.

a. The contractor shall invoice the state agency on the contractor's original descriptive business invoice form and submit the invoice to the address on the purchase order.

b. The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration.

c. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the cooperative contract.

d. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

e. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

2.6.3 Payment:

a. Payments are due upon receipt of a valid invoice, payable in 30 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.

b. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.

c. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.

d. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

******END OF SCOPE OF WORK SECTION******

3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

3.1.1 The contract shall be construed according to the laws of the State of Missouri. The contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.

3.2 Non-Discrimination and Affirmative Action:

3.2.1 The contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

3.3 Americans with Disabilities Act:

3.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

3.4 Anti-Discrimination Against Israel Act Contractor Requirements:

3.4.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

3.4.2 If during the life of the contract, the contractor's business status changes according to section 34.600, RSMo, then the contractor shall comply with, complete, and submit to the Division of Purchasing an updated **Exhibit D, Anti-Discrimination Against Israel Act Certification**.

3.5 Business Registration:

3.5.1 The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

3.6 Elected or Appointed Officials and Employees:

3.6.1 Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

3.7 Indemnification:

3.7.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.8 **Legal Proceedings:**

3.8.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the cooperative contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

3.8.2 The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

3.8.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

3.9 **Federal Funds Requirements:**

3.9.1 The contractor shall understand and agree that the contract may involve the use of federal funds. The contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment 1 or other requirements identified by the federal government.

3.10 **Invoicing and Payment:**

3.10.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

3.11 **Non-Appropriation of Funds:**

3.11.1 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

3.12 **Work Outside the United States:**

3.12.1 Unless work outside the United States is prohibited by the cooperative contract, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

3.13 **Open Records:**

3.13.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review.

3.14 **Prison Rape Elimination Act (PREA) Requirements:**

3.14.1 In accordance with the Prison Rape Elimination Act, the contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.

3.14.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.

a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.

3.14.3 The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.

3.14.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.

3.14.5 The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.

3.14.6 If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.

3.14.7 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

3.15 **Record Access:**

3.15.1 The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

3.16 **Taxes:**

3.16.1 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, -

*******END OF TERMS AND CONDITIONS SECTION*******

4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Definition:

4.1.1 The cooperative contract awarded by the State of Missouri consisting of the following documents with any conflict among the documents being resolved by giving priority to the documents in the order listed below:

a. The Division of Purchasing's acceptance of the response by "notice of award";
b. The terms and conditions sections included herein the cooperative contract document between the State of Missouri and Safariland, LLC;
c. The attached Participating Addendum between the State of Missouri and Safariland, LLC;
d. The attached contract #198469 signed by the State of Colorado and NASPO ValuePoint, as amended by contract amendment(s); and
e. The attached solicitation #RPF-SPCO-AR-25-03 issued by the State of Colorado and NASPO Valuepoint.

4.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

4.1.3 The contractor shall agree to furnish the products specified in the contract, at the prices quoted therein.

4.1.4 State agencies may sign or "click-through" and accept agreements if required by the contractor in order to receive services; however, all provisions of such agreements that conflict with the contract shall have no force or effect.

4.2 Contract Amendment:

4.2.1 All changes to the cooperative contract must be accomplished by a formal contract amendment executed by both the contractor and the Division of Purchasing prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

4.3 Contract Period:

4.3.1 The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the cooperative contract. The cooperative contract's contract period shall not exceed the term of the governmental entity's contract the cooperative contract was established.

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

5. VENDOR SUBMISSION AND AWARD INFORMATION SECTION

5.1 **Preparation of Response:**

5.1.1 Business Compliance Pre-Work: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a response.**

5.1.2 Vendor Response Exhibits: The vendor must submit properly completed cooperative contract document's Vendor Response Exhibits as their response. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.

5.2 **Compliance with Requirements, Terms and Conditions:**

5.2.1 If the vendor's response includes any exceptions to the mandatory provisions of the cooperative contract, the vendor must (1) identify the specific cooperative contract paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:

a. Exceptions to mandatory provisions of the cooperative contract make the vendor's response non-responsive and ineligible for award. Any exceptions to mandatory provisions must be addressed in order to be eligible for a contract award.

5.3 **Confidentiality and Proprietary Materials:**

5.3.1 Missouri Sunshine Law: The Division of Purchasing is a governmental body under the Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.

5.3.2 Response Confidentiality: Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its response, all material submitted by the vendor in conjunction with the cooperative contract is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to the Division of Purchasing after award. The vendor should presume information provided to the Division of Purchasing in a response will be public following the award of the contract and made available upon request in accordance with the provisions of state law. Except for information the Division of Purchasing deems confidential, the vendor is advised not to include any information in the response that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Therefore, the **vendor should NOT include confidential material with their response.**

5.3.3 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:

a. Vendor's entire response;
b. Vendor's pricing;
c. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

5.4 **Foreign Vendor:**

5.4.1 A foreign vendor who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when registering on the MissouriBUYS (https://missouribuys.mo.gov) website.

a. When submitting a response, if the vendor does not have an IRS Employer Identification Number they should attach a note to the front page of their response advising the Division of Purchasing if: (1) a completed and signed W-8 form is included with the response or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.

b. A foreign vendor that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (https://missouribuys.mo.gov) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

5.5 **Business Compliance Requirements:**

5.5.1 Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, the vendor is encouraged to IMMEDIATELY begin securing these verifications when preparing a response. In order to be considered a responsible and reliable vendor and therefore be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:

a. **Business Compliance Exhibit B, State of Missouri Tax Compliance -** In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

b. **Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State -** In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

c. **Business Compliance Exhibit D, Anti-Discrimination Against Israel Act Certification -** Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.

d. **Business Compliance Exhibit E, Employee/Conflict of Interest –** Elected or appointed officials or employees of the State of Missouri or any political subdivision serving in an executive or administrative capacity participating in a response to the RFP must disclose their involvement to identify the conflict of interest.

e. **Business Compliance Exhibit F, Federal Funding Unique Identity ID -** The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number and on the **Exhibit F, Federal Funding Unique Identity ID**.

f. **General Business Compliance** - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this document that the vendor either is presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1) Taxes (e.g., city/county/state/federal)
2) State and local certifications (e.g., professions/occupations/activities)
3) Licenses and permits (e.g., city/county license, sales permits)
4) Insurance (e.g., worker's compensation/unemployment compensation)

g. The response will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

5.6 **Award:**

5.6.1 The cooperative contract will only be eligible for award if the vendor agrees to comply with the requirements identified herein.

5.6.2 Any award of a contract shall be made by notification via email from the Division of Purchasing to the vendor. The final contract award shall be made by the Division of Purchasing.

5.6.3 After a contract is executed, the response will be uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search).

******END OF VENDOR SUBMISSION AND AWARD INFORMATION SECTION******

EXHIBIT A, RESPONSE SUBMITTAL CHECKLIST

The following table is provided to assist the vendor in completing their response. It is the vendor's sole responsibility to ensure that all mandatory requirements are met and that their response, including all exhibits, are properly completed and submitted with their response. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor's response.

No.	Description	Task Complete
1.	Complete and sign the cover page**.**	☒
2.	Complete **Business Compliance Exhibit B, State of Missouri Tax Compliance** and attach "Vendor No Tax Due" certificate.	☒
3.	Complete **Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State.**	☒
4.	Complete and sign **Business Compliance Exhibit D, Anti-Discrimination Against Israel Act Certification.**	☒
5.	Complete **Business Compliance Exhibit E, Employee/Conflict of Interest.**	☒
6.	Complete **Business Compliance Exhibit F, Federal Funding Unique Identity ID.**	☒
7.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the cooperative contract).	☐

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the cover page of this document that the vendor either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance with the vendor's response and upon request by the Division of Purchasing.

- Business Compliance Exhibit B, State of Missouri Tax Compliance
- Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit D, Anti-Discrimination Against Israel Act Certification
- Business Compliance Exhibit E, Employee/Conflict of Interest
- Business Compliance Exhibit F, Federal Funding Unique Identity ID

BUSINESS COMPLIANCE EXHIBIT B,
STATE OF MISSOURI TAX COMPLIANCE

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

How To Obtain A Vendor No Tax Due Certificate

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at http://dor.mo.gov/forms/943.pdf. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at http://dor.mo.gov/business/sales.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html.

Instructions: The vendor should complete the information below regarding their "Vendor No Tax Due" status.	
"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)	Yes ☑ No ☐
If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR	Date: __/__/____ (MM/DD/YYYY)

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666

Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

SAFARILAND LLC
13386 INTERNATIONAL PKWY
JACKSONVILLE, FL 32218-2383

11/05/2025

RE: MISSOURI TAX ID NUMBER: [redacted]
FEDERAL IDENTIFICATION NUMBER: [redacted]

Notice Number 2059813650

Dear Sir or Madam:

The Missouri Department of Revenue received your request for a Vendor No Tax Due in accordance with Section 34.040.7, RSMo.

Enclosed please find the requested Vendor No Tax Due.

If you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

TAXATION DIVISION

Enclosure

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666

Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

VENDOR NO TAX DUE

SAFARILAND LLC
13386 INTERNATIONAL PKWY
JACKSONVILLE, FL 32218-2383

DATE ISSUED: 11/05/2025
VALID THROUGH: 02/03/2026

MISSOURI TAX ID NUMBER: [redacted]
FEDERAL IDENTIFICATION NUMBER: [redacted]

The Missouri Department of Revenue certifies that based on the information provided,the above listed vendor and its affiliates are properly registered to collect and pay sales and use tax in compliance with Section 34.040.7, RSMo., and has fully filed and paid all tax due, including penalties and interest, and does not owe any sales or use tax, as of 11/05/2025.

This statement of no sales and use tax due is valid for 90 days from the date of issuance. This statement is not to be construed as limiting the authority of the Director of Revenue to pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

TAXATION DIVISION

BUSINESS COMPLIANCE EXHIBIT C,
REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of response submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to https://www.sos.mo.gov/business/startBusiness.asp or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

Missouri Secretary of State Registration Verification	
Registration Verification Instructions: If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business. **Information on registering with Missouri Secretary of State:** If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at https://openforbiz.mo.gov/ for additional information.	
Business Name	The Safariland Group LLC
Charter Number	FL001689921
Proof of Good Standing Status Included	Yes ☒ No ☐
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: __/__/____ (MM/DD/YYYY)

Exemptions	
Exemption Instructions: If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.	
Section 351.572 RSMo Subsection 2. Exemption Description	**Indicate if Exemption is Applicable (Check the appropriate box)**
(1) Maintaining, Defending, or Settling any Proceeding	☐
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	☐
(3) Maintaining Bank Accounts	☐
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	☐
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	☐
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	☐
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	☐
(8) Transacting Business in Interstate Commerce	☐
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	☐

BUSINESS COMPLIANCE EXHIBIT D, ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

Certification - The vendor must therefore certify their current status by completing either Box A, Box B, Box C, or Box D on the next page of this Exhibit.

BOX A: To be completed by any vendor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”
BOX B: To be completed by a vendor that meets the definition of “Company” but has less than ten employees.
BOX C: To be completed by a vendor that meets the definition of “Company” and has ten or more employees.
BOX D: To be completed by a vendor that meets the definition of a “Public Entity”.

BUSINESS COMPLIANCE EXHIBIT D,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED

BOX A – NON-COMPANY ENTITY

I certify that ____________________ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

____________________	____________________
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
____________________	____________________
Entity Name	Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that ____________________ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

____________________	____________________
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
____________________	____________________
Company Name	Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that ____________________ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

James Duncan	James Duncan
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Safariland, LLC	10/15/2025
Company Name	Date

BUSINESS COMPLIANCE EXHIBIT D,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED

BOX D – PUBLIC ENTITY	
I certify that ____________________ (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.	
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

BUSINESS COMPLIANCE EXHIBIT E,
EMPLOYEE/CONFLICT OF INTEREST

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	Not Applicable
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	___________%

BUSINESS COMPLIANCE EXHIBIT F,
FEDERAL FUNDING UNIQUE IDENTITY ID

Federal Debarment: The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number on the table below:

Unique Entity ID: The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at https://sam.gov/content/home to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

Vendor Name: Safariland LLC	**Vendor's Unique Identity ID Number:** [redacted]
Parent Organization's Name: Cadre Holdings, Inc.	**Parent Organizations Unique Identity ID Number:** [redacted]

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, 5th Floor
Denver, CO 80203

And

Safariland, LLC
13386 International Parkway
Jacksonville, FL 32218

Master Agreement Number: 198469

Contents

MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.

1.2 **Accessory** means a body armor component that is detachable or removable from the body armor and is intended to provide an extended area of coverage protection against threats that may include ballistic threats, stabbing, fragmentation, blunt impact, or a combination of threats. (ASTM Terminology E3005)

1.3 **ASTM Verification Mark** means a product that has received notice authorizing use of the ASTM verification mark. The name of the standard to which the product is verified shall be stated directly under the ASTM Mark.

1.4 **Authorized Distributor/Distributor** means the Contractor's authorized sakes representative that must be certified by the Contractor to provide fit services and sales to a Purchasing Entity. An entity that purchases products, takes title, stocks, maintains inventory, resells 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.

1.5 **Ballistic Panel** means a type of armor panel intended to provide the wearer ballistic resistance. (ASTM Terminology E3005)

1.6 **Ballistic-Resistant Accessories** Shoulder, neck, groin, or other ballistic resistant accessories placed on the price list that are not verified or certified at the time of Request for Proposal. Prior to listing on the ASTM Verified Products List, these products will be located on the Non-Market Basket List – Products that are not verified or certified. When ASTM standards are completed for these accessories, Contractor is expected to have products verified to these standards.

1.7 **Ballistic-Resistant Helmets** means helmets verified to ASTM E3368/E3368M. Helmets not yet on the ASTM Verified Products List will be allowed until 12/31/2026 on the Non-Market Basket List – Products that are not verified or certified.

1.8 **Ballistic-Resistant Shields** means shields verified to ASTM E3347/E3347M. Shields not yet on the ASTM Verified Products List will be allowed until 12/31/2026 on the Non-Market Basket List – Products that are not verified or certified.

1.9 **Body Armor** means an item of personal protective equipment intended to protect the wearer from threats that may include ballistic threats, stabbing, fragmentation, or blunt impact. (ASTM Terminology E3005)

1.10 **Carrier** means 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)

1.11 **Combination Armor** means a type of body armor intended to protect the wearer from both ballistic threats and stabbing. Combination armor is sometimes called dual-threat or multiple-threat armor. (ASTM Terminology E3005)

1.12 **Concealable Body Armor** means a vert 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)

1.13 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.14 **Embedded Software** means one or more software applications which permanently reside on a computing device.

1.15 **Hard Armor** means 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)

1.16 **In Conjunction With Armor** means soft or hard armor that is designed to provide a specific level of ballistic protection only when layered with a specific model(s) of body armor. (ASTM Terminology E3005)

1.17 **Insert** means 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)

1.18 **Intellectual Property** means 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.

1.19 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.20 **Manufacturer** means a company that, as its primary business function, designs, assembles, and has the NIJ CPL listing, or ASTM verification for the products being sold under negotiated Master Agreement.

1.21 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.22 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials (“NASPO”), a 501(c)(3) corporation. 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, the District of Columbia, and territories of the United States. 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.

1.23 **NIJ** means the National Institute of Justice.

1.24 **NIJ Compliant Products List (NIJ CPL)** means the list of models certified by NIJ to be compliant with an applicable standard.

1.25 **NIJ CTP** means the NIJ program that certifies body armor models that meet the requirements of the most current version of the relevant NIJ standard.

1.26 **NIJ Mark** means the NIJ certification mark, registered with the U.S. Patent and Trademark Office, that is used to communicate a product’s compliance with the NIJ CTP.

1.27 **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

1.28 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.29 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.30 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.31 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

1.32 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.33 **Soft Armor** means 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)

1.34 **Stab Panel** means a type of armor panel intended to provide stab resistance. (ASTM Terminology E3005)

1.35 **Tactical Body Armor** means 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)

1.36 **Threat Level** means the rated level of protection, according to the relevant standard for the body armor or ballistic-resistant product.

1.37 **Trauma Pack** means a soft insert intended to reduce backface deformation due to a ballistic impact. (ASTM Terminology E3005)

1.38 **Trauma Plate** means a hard insert intended to reduce backface deformation due to a ballistic impact. (ASTM Terminology E3005)

1.39 **Vest** means a type of body armor intended to protect the wearer's torso. (ASTM Terminology E3005)

II. Parties and Term of Master Agreement

2.1 **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 Safariland, LLC (hereinafter called "Contractor"), for the procurement of Body Armor and Ballistic Resistant Products as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State agree to the terms and conditions contained herein.

2.2 **Initial Term.** The initial term of this Master Agreement is for two (2) years, with a Contract Performance Beginning date of the later of May 1, 2025 or the Effective Date. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

2.3 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

2.4 **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

3.1 **Order.** Any Order placed under this Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 NASPO ValuePoint Master Agreement, including all Exhibits;

3.1.3 A Purchase Order or Scope of Work (Exhibit A)/Specifications issued against the Master Agreement;

3.1.4 The Solicitation RFP-SPCO-AR-25-03, Body Armor and Ballistic Resistant Products;

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

3.2 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will 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 must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

IV. Participants and Scope

4.1 **Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 **Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes 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 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.*, purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.4 **Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.5 **Participating Entities.**

4.5.1 If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:

4.5.1.1 Political subdivisions, public agencies, and service districts;

4.5.1.2 Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;

4.5.1.3 Federally recognized tribes;

4.5.1.4 Quasi-governmental entities; and

4.5.1.5 Eligible non-profit organizations.

4.5.2 Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

4.6 **Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.7 **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. 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.

4.8 **Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.9 **No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 **Administrative Fees**

5.2.1 **NASPO ValuePoint Fee.** 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. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 **State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 **NASPO ValuePoint Summary and Detailed Usage Reports**

5.3.1 **Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). By placing an Order under this Master Agreement, a Purchasing Entity agrees to have their data (i) included in reports submitted by Contractor to NASPO ValuePoint and (ii) used by NASPO ValuePoint as set forth in this Master Agreement without limitation, unless otherwise requested in writing by the Purchasing Entity and agreed to in writing by

NASPO. Timely and complete reporting of Sales Data by Contractor is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 **Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 **Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 **Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 **Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.3.6 **Obligation to Act in Good Faith.** The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section V. Nothing in this Section 5.3.6 shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, 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.

5.5 NASPO ValuePoint eMarketPlace

5.5.1 The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.

5.5.2 Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.

5.5.3 Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

5.5.4 Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.

5.5.5 Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms, products, services, and pricing of this Master Agreement.

5.5.6 Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.

5.5.7 Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.

5.5.8 Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. All product lists provided on the eMarketplace must be approved by the Lead State. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.

5.5.9 NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.

5.5.10 In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (*e.g.*, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.

5.5.11 Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

5.5.11.1 Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.

5.5.11.2 Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.

5.5.11.3 NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.

5.5.11.3.1 Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

5.5.11.3.2 Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

5.5.11.3.3 eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

5.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

5.5.12.1 The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;

5.5.12.2 A Lead State contract identification number for this Master Agreement;

5.5.12.3 Detailed product line item descriptions;

5.5.12.4 Pictures illustrating products, services, or solutions where practicable; and

5.5.12.5 Any additional NASPO, Lead State, or Participating Addendum requirements.

5.6 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor.

Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.7 **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.8 **Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 **Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All prices and minimum rates must be guaranteed for the initial term of the Master Agreement.

6.1.2 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 Contract 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.

6.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

6.1.4 No retroactive adjustments to prices or rates will be allowed.

6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be 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 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

7.1 **Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This quote procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 **Applicable Rules.** 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 supplies and/or services contemplated by this Master Agreement.

7.4 **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 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 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 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.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement or as adjusted by agreement of the Purchasing Entity and Contractor (i.e. volume discount, state-specific administrative fee, etc.);

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 **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.

VIII. Shipping and Delivery

8.1 **Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 **Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

8.4 **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 **Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 **Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to this section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 **Applicability.** Unless otherwise specified in the Master Agreement Exhibit C, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 **Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

10.3 **Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 **Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 **Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 **Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.2 **Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 **License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and 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 Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 **General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys’ fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 **Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("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 of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor’s obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor’s subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required 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

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 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 the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 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 the Intellectual Property Claim 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.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 **Class.** 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 A.M. Best's Insurance 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.

13.3 **Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance 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 and $2 million general aggregate;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.4 **Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 **Notice of Endorsement.** 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 (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 **Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 **Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 **Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 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 will 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 will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 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 the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 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 agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 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.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 **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.

14.2.2.1 Contractor shall advise each of its employees and agents 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.

14.2.2.2 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.

14.2.2.3 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.

14.2.2.4 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.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary 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.

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

14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, 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 this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 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.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 **Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 **Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 **Cancellation.** Unless otherwise set forth herein, 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 will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 **Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 **Defaults and Remedies**

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 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

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) 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. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 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 the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 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 shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. 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 will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 **Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. 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 Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will 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, any Participating Addendum, or any Purchase Order.

14.10 **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 public procurement or contracting 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.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the 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.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the 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.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 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; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 **Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state 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 in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 **Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

CONTRACTOR

Safariland, LLC

Signed by:

Brad Williams

C286658C39A14EE...

By: Brad Williams, President

Date: 6/26/2025

STATE OF COLORADO

Jared S. Polis, Governor

Department of Personnel and Administration, State Purchasing and Contracts Office

Tony Gherardini, Executive Director

DocuSigned by:

John Chapman

EF45AFDEB51E414...

By: John Chapman State Purchasing Manager

Date: 6/27/2025

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

DocuSigned by:

By: Nathan Manley

66856696CC1A43A... Nathan Manley

Effective Date: 6/27/2025

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated above by the State Controller or an authorized delegate.

Exhibit A Scope of Work

I. Master Agreement Deliverables

1.1 Body Armor Products must meet the NIJ, ASTM, and/or any additional product standards as requested by the Lead State for the price list. As new standards are published, Contractor may or may not have transition dates provided to add new products to the Master Agreement. As products are no longer maintained on the NIJ CPL or ASTM Verified Products List, the Lead State will remove them from Contractor's Price List, if not removed by Contractor. If new verification and/or certification programs are completed by NIJ, ASTM, or other recognized conformity assessment body, the Lead State may request new products from Contractor. When new or revised standards are available, Contractor will be expected to submit products compliant with the new or revised standards during the term of the Master Agreement. If new standards are published in the last few months of the last term of the Master Agreements Contractor will not be required to submit new products compliant with new or revised standards. Contractor will not be required to provide all product types.

1.2 Product Standards

- NIJ Standard 0101.06, Ballistic Resistance of Body Armor. This standard applies until the associated NIJ CPL is no longer maintained by NIJ.
- NIJ 0101.07, Ballistic Resistance of Body Armor. This standard applies when the associated NIJ CPL is available; The associated NIJ CPL is expected to be maintained by NIJ throughout the time frame of the Master Agreements.
- NIJ Standard 0115.00, Stab Resistance of Personal Body Armor. This standard applies until the associated NIJ CPL is no longer maintained by NIJ.
- NIJ Standard 0115.01, Stab Resistance of Personal Body Armor. This standard applies when the associated NIJ CPL is available; The associated NIJ CPL is expected to be maintained by NIJ throughout the time frame of the Master Agreements.
- ASTM E3368/E3368M, Standard Specification for Ballistic-Resistant Helmets Worn by U.S. Public Safety Officers also to include ballistic resistant face shields when on Verified Products List. Helmets not yet on ASTM Verified Products List will be allowed until 12/31/2026 on the Non-Market Basket List with products that are not verified or certified.
- ASTM E3347/E3347M Standard Specification for Ballistic-Resistant Shields Used by Law Enforcement Officers. Shields not yet on ASTM Verified Products List will be allowed until 12/31/2026 on the Non-Market Basket List with products that are not verified or certified.
- New or revised product standards for body armor and ballistic-resistant products. Products compliant with new or revised product standards may be added to price lists if requested and approved by the Lead State. Requested additions to price list may or may not be approved in a timely manner.

1.3 **Product Category**

- **Ballistic-resistant Vest**: NIJ Standard 0101.07 Protection Levels HG1, HG2, RF1, RF2, RF3. NIJ Standard 0101.06 Products will be accepted on the price lists until the NIJ CPL for 0101.06 is no longer online. When it is no longer maintained by NIJ these products will not be acceptable on the Master Agreements.
- **Stab-resistant Vest**: NIJ Standard 0115.00 or 0115.01 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.
- **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.
- **In Conjunction With Armor:** NIJ -0101.07 Protection Levels HG1, HG2, RF1, RF2, RF3. The ballistic panels shall have the NIJ mark on the label.
- **K-9 Ballistic-resistant Vest:** There is no NIJ standard or Compliance Testing Program for K-9 body armor. K-9 vests will be located on the Non-Market Basket List with products that are not verified or certified
- **K-9 Combination Vest:** There is no NIJ standard or Compliance Testing Program for K-9 body armor. K-9 vests will be located on the Non-Market Basket List with products that are not verified or certified.
- **K-9 Stab-resistant Vest**: There is no NIJ standard or Compliance Testing Program for K-9 body armor. K-9 vests will be located on the Non-Market Basket List with products that are not verified or certified.
- **Ballistic-resistant Helmets**: ASTM Standard Specification for Ballistic Resistant-Resistant Helmets Worn by U.S. Public Safety Officers ASTM E3368/E3368M. To include ballistic resistant face shields as well when listed on the Verified Products List. Models shall be listed on the ASTM Verified Products List.
- **Ballistic-resistant Shields**: ASTM Standard Specification for Ballistic-Resistant Shields Used by Law Enforcement Officers E3347/E3347M. Models shall be listed on the ASTM Verified Products List.
- **Carriers**: Carriers are an integral part of a vest (providing no ballistic protection), and some types of carriers are: Concealable, uniform shirt, and tactical.

1.4 **Accessories**: includes but is not limited to the following items:

- **Ballistic-resistant**: As of the date of the posting of this RFP, NIJ, ASTM or other group does not certify or verify ballistic-resistant accessories. During the term of this Master Agreement, when certification or verification programs are implemented for any of these categories, including shoulder, neck, groin, and other ballistic-resistant accessories, Contractor will be expected to provide new products in these verification or certification programs. Transition dates may or may not be provided for adding new items to price lists.
- **Groin, yoke, bicep, collar, shoulder, and throat protectors:** To be added to Market Basket list after verification or certification programs are implemented.
- **Non-ballistic-resistant Products**
- **Trauma pack:** Located on Non-Market Basket list with products that are not verified or certified.
- **Trauma plate:** Located on Non-Market Basket list with products that are not verified or certified.
- **Insert (soft armor or hard armor)** Located on Non-Market Basket list with products that are not verified or certified.
- **Pouches:** Located on Non-Market Basket list with products that are not verified or certified.

- **Replacement carrier straps:** Located on Non-Market Basket list with products that are not verified or certified.
- **ID Patches:** Located on Non-Market Basket list with products that are not verified or certified.
- **Carry bags for concealable vest, tactical vest, shield, and helmet:** Located on Non-Market Basket list with products that are not verified or certified.
- **Helmet equipment rails, pads, and retention/suspension system:** Located on Non-Market Basket list with products that are not verified or certified.
- **Shield lights, shoulder straps, logos:** Located on Non-Market Basket list with products that are not verified or certified.

II. Product Specifications

Body Armor and Ballistic-Resistant Products must be ordered new and unused, and shall not contain re-used/remanufactured or re-purposed components.

Body Armor and Ballistic-resistant Products that are listed on NIJ-CPL, ASTM-Verified Products List, or other verification or certification program, shall be constructed identically to the original model tested and certified or verified to comply with the NIJ or ASTM Standards referenced in this solicitation or provided by ASTM, NIJ or other body as approved by the Lead State. For body armor and ballistic-resistant products not certified by NIJ or verified by ASTM, the Contractor 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 Purchasing Entity) the test report.

All materials and construction shall be of the same as reported to NIJ in the "Build Sheet" or in the "submittal package" which lists the materials and construction for the model for NIJ certified products. All materials and construction shall be the same as in the ASTM-required build sheet or submittal package for ASTM verified products.

Workmanship shall be first quality, with no defects that might affect performance, wearability, or durability of the vest.

Products intended to be worn by end users shall not be "bulk ordered" inventory, nor substantially tailored or modified "off the shelf" items. Items worn by end users are to fit personnel as needed, since altering products could potentially change the performance aspects originally tested under NIJ Compliance Testing Program or ASTM Verification Process.

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.

All vest measurements must be made according to Contractor 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.

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.

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.

All fasteners, including hook and pile (Velcro), non-directional snaps, webbing, side release buckles, Fastex buckles (or approved equivalent), and zippers, shall be the same or similar color, as approved by the Purchasing Entity, as the carrier.

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 appropriate labeling requirements according to NIJ Standards for body armor or ASTM Verification Mark standards for ballistic-resistant products other than body armor, as updated or amended. This shall include at least the following for applicable products:

- **a)** Name of Contractor.
- **b)** Location of Contractor.
- **c)** Model designation from the relevant NIJ CPL or ASTM Verified Products List (The model designation number shall match the submitted price list and letter of certification/verification.)
- **d)** ASTM Verification Mark and name of the standard to which the product is verified
- **e)** NIJ Mark and 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)** An “Asset Number” space so Purchasing Entity can enter as needed.
- **l)** Basic care and maintenance instructions.
- **m)** For body armor and shields, basic care and maintenance instructions.
- **n)** Size of product.
- **o)** Ballistic protection warranty period.

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

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

All carriers must have at least an 18-month Contractor’s warranty.

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

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

III. Contractor Responsibilities and Tasks

3.1 Customer Service

Contractor shall provide a single point of contact for all issues and questions regarding the goods and services provided, including, but not limited to: pricing, product issues, delivery, status of orders, and Contract issues.

Contractor must provide full service and support for awarded products during normal business hours.

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.

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.

3.2 Ordering and Invoicing Specifications

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 or ASTM Verification shall have evidence of compliance with an appropriate standard.

Contractor may not provide Body Armor and Ballistic Resistant Products that have not been approved by the Lead State.

The price list shall be ceiling pricing. Contractor may offer lower pricing on a per Order basis to Purchasing Entities; likewise, Purchasing Entities may request lower pricing on a per Order basis only from Contractor.

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. Contractor is not permitted to send Price List updates directly to NASPO ValuePoint.

All requested changes to price lists, additional products requested to be added, products removed, price modifications or other changes will be provided to the Lead State for approval and will be provided with colored text, or strike through colored text. If price list changes are not clear they may be requested to be modified for clarification.

Pricing must include all shipping, delivery and service costs associated with the product.

All sizing, measurements, and final fitting shall be done at no expense to, and shall be scheduled at the convenience of, the Purchasing Entity.

All orders, regardless of quantity, shall be delivered to Purchasing Entities within sixty (60) calendar days after Manufacturer receipt of order.

The Contractor must coordinate delivery with the Purchasing Entity specified on the order.

Body Armor improperly fitted to an individual wearer shall be altered or replaced and delivered to the individual within thirty (30) calendar days by the Contractor at no expense to the Purchasing Entity.

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 Purchasing Entity.

3.3 Packaging Requirements

All Body Armor and Ballistic-resistant products shall be packaged in such a manner as to ensure delivery in undamaged condition.

All packages must be labeled to indicate, at minimum, the Contractor's name and order number and the Purchasing Entity's name, address, and contact person.

Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

3.4 Delivery Requirements

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.

All deliveries shall be made during normal working hours, which may vary for each Purchasing Entity of each Participating State.

It shall be the responsibility of the Contractor to be aware of the delivery days and receiving hours for each Purchasing Entity.

The Purchasing Entity shall not be responsible for any additional charges, should the Contractor fail to observe specific delivery days and receiving hours.

The delivery days and delivery hours shall be established after contract award by each individual Purchasing Entity.

3.5 Recycling

Contractors are encouraged to facilitate recycling of used ballistic panels and other products on behalf of Purchasing Entities. Details listed in Exhibit E.

Recycling programs may be operated in-house by the Contractor, or through contractual or other arrangements which the Contractor shall establish with reputable domestic firms who have an established history of recycling ballistic materials and other products and providing chain of custody documentation.

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.

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

IV. Lead State Responsibilities and Tasks

4.1 Product and Distributor List Revisions

As new products are made available; Contractor may submit these products for consideration by the Lead State. Only products that are new item numbers (i.e., having different materials, styles 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 after approval by the Lead State. For new products submitted after the first of the month, having errors in the submission or errors in the items, or requested changes from the Contractor after initial approval, may have delays in approval for addition to the Master Agreement.

New products receiving Certification or Verification to the NIJ CPL or the ASTM Verified Products List may be added to the price list at the currently existing MSRP/List Price Discount Percentages in between quarters if requested by Contractor and at the discretion and approval of the Lead State.

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) or removed from the ASTM Verified Products List.

Distributor lists to be provided to the Lead State when changes are requested by Contractor. Agent/Distributor form to be provided with all update requests.

After the first (12) months of the contract, the MRSP/List Price Discount Percentages will be used as one part of a guideline for price change reviews; other parts of the guideline include, but are not limited to, the overall increase from the current contract BID Price.

Exhibit B – Product and Price List

Go to NASPO ValuePoint Master Agreement web page for current Lead State and Contractor Approved Product and Price List.

Exhibit C – Agents and Distributors by State

Go to NASPO ValuePoint Master Agreement web page for current Lead State and Contractor Approved Agents and Distributors by State list.

Exhibit D – Authorized Distributor Form

To be completed and returned to the Lead State for review and approval at the Lead State's discretion with any Distributor List Update requests.

Manufacturer/Contractor Name

Master Agreement Number

(Check one)

☐ The Agent/Distributor listed below is an authorized reseller and will provide Goods and Services in accordance with the State of Colorado and NASPO ValuePoint Request for Proposal and Master Agreement.

☐ The Agent/Distributor listed below will no longer provide Goods and Services under the NASPO ValuePoint Body Armor and Ballistic Resistant Products Master Agreement.

Agent / Distributor Company Name

State(s) Serviced by Agent/Distributor

Date(s) Training Completed (for new Distributors)

State(s) Serviced by Agent/Distributor

Agent/Distributor Name

Address:

Phone (include Toll-Free, if available)

Contact Person(s)

Email Address(es)

FEIN

Agent/Distributor Website (If available)

Signed: ____ Date: _______________
(Master Agreement Contractor)

Signed: ____ Date: ________________
(Distributor Representative)

Exhibit E – Warranty and Recycling Plan

Body Armor Destruction and Recycling

Davy Textiles Inc. works with local, state, and federal agencies to assist with the safe and secure disposal of your body armor. We strive to obtain the maximum recycle rate on materials received. Items that cannot be recycled are disposed of according to state and federal regulations.

We suggest the panel inserts are boxed and palletized, when necessary, with no external markings or paperwork identifying the contents. Pallets should be numbered appropriately. (1 of 4, 2 of 4, etc.) Boxes weighing less than 150 lbs. can be shipped without pallets. Pictures should be taken to ensure there is no damage or tampering while in transport.

It is required that you provide us with a vest panel count to ensure the complete shipment is received. For example, most concealable vests will have 2 panels, a front and back panel. Please note any exceptions. We will issue your disposal request (DR)number with the purchase order. Prior to shipping, email your Purchase Order to support@davytextiles.com. Make sure you include the agency name as you want it shown on the Certificate of Destruction.

Shipping
Ship your vests with a common carrier of your choice to our facility in Statesville NC.
Davy Textiles Inc., 116 Wooten Street, Statesville NC 28677
Office: 704.978.1099 / Cell: 704.651.8684 or support@davytextiles.com
Our business hours are Monday through Friday 8:00 am-4:30 pm EST.

Fee Schedule
After two decades of free destruction service, we are now forced to charge a fee due to circumstances beyond our control.
Vest panels = $3.00 per panel
There will be an administrative fee of $150 for shipping less than 50 panels.
Helmets = $ 4.00 per helmet
Plates (metal/ceramic) = $2.00 per plate
Carrier Environmental Fee= $2.00 per outer carrier
Shipping costs will be greatly reduced if the outer carriers are removed.

A Certificate of Destruction will be issued after all items are destroyed and payment completed.

Thank you for investing in a sustainable future.

EXPRESS LIMITED WARRANTY FOR SAFARILAND® FLEXIBLE BODY ARMOR VESTS CERTIFIED UNDER NIJ-0101.06

1. Safariland warrants that its “NIJ-06” flexible body armor vests (“Vests”) have been certified to comply with the National Institute of Justice’s (“NIJ”) Ballistic Resistance of Body Armor, NIJ Standard-0101.06 (July 2008), for the applicable NIJ threat level designated on each Vest’s label. For multi-threat (i.e., ballistic and stab resistant) Vests, Safariland also warrants that the Vests have been certified to comply with the NIJ’s Stab Resistance of Personal Body Armor, NIJ Standard-0115.00 (September 2000), for the applicable NIJ spike threat level designated on each Vest’s label.

2. For a period of sixty (60) months after the date of purchase, Safariland warrants that the ballistic panels of its Vests shall be free from defects in material and workmanship. Vests should not be worn or used after the expiration of this warranty period (i.e., "useful life" period).

3. For a period of twelve (12) months after the date of purchase, Safariland warrants that the outer carriers of its Vests shall be free from defects in material and workmanship.

4. Vests shall be always worn in accordance with Safariland's Use & Care instructions and subject to the Warnings contained in the applicable User Manual included with each Vest. The above warranties do not apply to any Vest that has been subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, interruption, damage, improper storage or handling, or unauthorized repair or service.

EXPRESS LIMITED WARRANTY FOR STANDARD-SIZE BODY ARMOR SYSTEMS

Subject to the Qualifications and Limitations contained herein, by Safariland®, LLC (the "Company") warrants that:

(1) the body armor system(s) sold in connection herewith shall meet the Ballistic Performance Specifications set forth below for a period of sixty (60) months after the date of issue;

(2) the ballistic panel portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of sixty (60) months after the date of issue; and

(3) the outer shell carrier portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of twelve (12) months after the date of issue.

EXPRESS LIMITED WARRANTY FOR CUSTOM-FIT BODY ARMOR SYSTEMS

Subject to the Qualifications and Limitations contained herein, by Safariland®, LLC (the "Company") warrants that:

(1) the body armor system(s) sold in connection herewith shall meet the Ballistic Performance Specifications set forth below for a period of sixty (60) months after the date of issue;

(2) the ballistic panel portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of sixty (60) months after the date of issue; and

(3) the outer shell carrier portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of twelve (12) months after the date of issue.

EXPRESS LIMITED WARRANTY FOR SAFARILAND® BALLISTIC RESISTANT EQUIPMENT
Subject to the limitations set forth herein, Safariland, LLC (the "Company") warrants its Ballistic Resistant Equipment ("Equipment") as follows:

WORKMANSHIP - Equipment, including but not limited to shields, helmets, face shields, shin guards, blankets and non-certified armor plates, is warranted to be free from defects in material and workmanship for a period of twelve (12) months from the date of purchase.

BALLISTIC PERFORMANCE - Equipment has been tested for ballistic performance at an NIJ-accredited laboratory. For a period of sixty (60) months from the date of purchase, Equipment is warranted for ballistic performance in accordance with the applicable testing protocol, which may include NIJ STD-0106.01 (Ballistic Helmets), NIJ STD-0108.01(Resistant Materials) and/or Safariland's independent testing protocol for noncertified products, as against the threat level designated on the Equipment's label. Equipment shall be tested without conditioning and will be deemed satisfactory so long as there are no perforations. Equipment should not be used after the expiration of this warranty period (i.e., "useful life" period).

*This is a **LIMITED WARRANTY** and is the sole and exclusive warranty for the SAFARILAND® PROTECH® Tactical Equipment. It shall not be enlarged by any representation, description, course of dealing, trade usage, or otherwise. This warranty does not apply if the Company's examination determines that the Equipment has been subjected to misuse, abuse, accident, neglect, alteration, breakage, damage, improper storage or handling, or unauthorized repair or service. Further, this warranty is subject to the proper use and care of the Equipment, which includes, but not limited to, avoidance of the following:*

- *Exposure to chemicals and/or solvents other than approved cleaning agents*
- *Storage in direct sunlight for prolonged periods of time*
- *Storage in damp areas*
- *Damage through misuse or mishandling*

THE COMPANY MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, LOSS OF TIME, OR OTHER INDIRECT LOSSES OR EXPENSES THAT ARISE FROM ANY CAUSE RELATING TO THE PRODUCT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

EXPRESS LIMITED WARRANTY FOR STANDARD-SIZE BODY ARMOR SYSTEMS

Subject to the Qualifications and Limitations contained herein, by Safariland®, LLC (the "Company") warrants that:
(1) the body armor system(s) sold in connection herewith shall meet the Ballistic Performance Specifications set forth below for a period of sixty (60) months after the date of issue;

(2) the ballistic panel portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of sixty (60) months after the date of issue; and

(3) the outer shell carrier portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of twelve (12) months after the date of issue.

EXPRESS LIMITED WARRANTY FOR CUSTOM-FIT BODY ARMOR SYSTEMS

Subject to the Qualifications and Limitations contained herein, by Safariland®, LLC (the "Company") warrants that:
(1) the body armor system(s) sold in connection herewith shall meet the Ballistic Performance Specifications set forth below for a period of sixty (60) months after the date of issue;

(2) the ballistic panel portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of sixty (60) months after the date of issue; and

(3) the outer shell carrier portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of twelve (12) months after the date of issue.

EXPRESS LIMITED WARRANTY FOR NIJ-06 CERTIFIED HARD ARMOR PLATES

WORKMANSHIP - Hard Armor Plate shall be warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of purchase.

BALLISTIC PERFORMANCE - Hard Armor Plate has been certified to comply with National Institute of Justice (NIJ) Standard for Ballistic Resistance of Body Armor (NIJ STD-0101.06) for the threat level designated on the Hard Armor Plate's label. For a period of sixty (60) months from the date of purchase, Hard Armor Plate shall be warranted for ballistic performance in accordance with the P-BFS protocol as specified in NIJ STD-0101.06, Section 7.8. Hard Armor Plate shall be tested without being subjected to the Armor Drop Test and will be deemed satisfactory so long as there are no perforations of the plate. Hard Armor Plate should not be worn or used after the expiration of this warranty period (i.e., "useful life" period).

This is a LIMITED WARRANTY *and is the sole and exclusive warranty for the SAFARILAND® PROTECH® Hard Armor Plate. It shall not be enlarged by any representation, description, course of dealing, trade usage, or otherwise.*

EXPRESS LIMITED WARRANTY FOR NIJ-04-05 CERTIFIED HARD ARMOR PLATES

Subject to the limitations set forth herein, Safariland, LLC (the "Company") warrants its hard armor plates ("Hard Armor Plate") as follows:

WORKMANSHIP - Hard Armor Plate shall be warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of purchase.

BALLISTIC PERFORMANCE - Hard Armor Plate has been certified to comply with National Institute of Justice (NIJ) Standard for Ballistic Resistance of Body Armor (NIJ STD-0101.04/2005 Interim Requirements) for the threat level designated on the Hard Armor Plate's label. For a period of sixty (60) months from the date of purchase, Hard Armor Plate shall be warranted for ballistic performance in accordance with the Safariland® VestCheck™ Testing Program for NIJ STD-0101.04 / 2005 Interim Requirements Used Body Armor Vests. Hard Armor Plate shall be evaluated using a destructive V50 testing procedure conducted in accordance with NIJ 0101.04 Standard §§ 5.17 - 5.22 (as supplemented by the NIJ 05 Interim Standards and Addendum B) for the NIJ threat level designated on the plate's label. Hard Armor Plate shall be tested without being subjected to Armor Drop Test and will be deemed satisfactory so long as the V50 result is above the highest NIJ reference velocity for the specified NIJ threat level +30 fps. Hard Armor Plate should not be worn or used after the expiration of this warranty period (i.e., "useful life" period).

This is a LIMITED WARRANTY and is the sole and exclusive warranty for the SAFARILAND® PROTECH® Hard Armor Plate. It shall not be enlarged by any representation, description, course of dealing, trade usage, or otherwise.

This warranty does not apply if the Company's examination determines that the Hard Armor Plate has been subjected to misuse, abuse, accident, neglect, alteration, breakage, damage, improper storage or handling, or unauthorized repair or service. Further, this warranty is subject to the proper use and care of the Hard Armor Plate, which includes, but not limited to, avoidance of the following:

• *Exposure to chemicals and/or solvents other than approved cleaning agents*
• *Storage in direct sunlight for prolonged periods of time*
• *Storage in damp areas*
• *Damage through misuse or mishandling*

Frequent visual inspection of the Hard Armor Plate is recommended as well as torque testing by twisting and pinching the edges of the Hard Armor Plate to check for any cracks, breaks, or any other imperfections and listening for any crunching or grinding noise in the Hard Armor Plate. Immediately seek evaluation and DO NOT USE if any flaws are discovered during inspection.

Hardwire Limited Warranty

You are relying on your armor to protect you, so we take extraordinary steps to ensure that it will.

Subject to the limitations set forth herein, Hardwire LLC ("Hardwire") warrants to the original end-user purchaser ("Original Purchaser" or "You") that for **ten (10) years** after the date of purchase, its products, to include **hard body armor plates, "B-kit" vehicle door armor, tactical shields, whiteboards, clipboards, and backpack inserts** (the "Product") will meet the ballistic performance requirements set forth on the label of the Product. The Product complies with the National Institute of Justice's (NIJ) Ballistic Resistance Standards in effect on the date of manufacture of the Product, as follows:

Hard Body Armor: NIJ Standard 0101.06
"B-Kit" Vehicle Door Armor, Tactical Shields, Whiteboards, Clipboards, Backpack Inserts: NIJ Standard 0108.01

Hardwire warrants that, for a period of **10 years** after the date of purchase, the materials ("Materials") and workmanship of the Product shall
be free from defects, considering environmental conditions consistent with the applicable NIJ standards. Materials apply only to the opaque ballistic composite, not to include dry erase films, automotive covers, or transparent armor.

All accelerated aging tests of these Products indicate that the Materials will withstand the test of time. Your job requires confidence in your equipment. To maintain that, Hardwire will periodically perform ballistic testing to ensure performance against penetration of the rounds in the applicable NIJ Standard for the Product, as set forth above. If at any time Hardwire, at its sole discretion, determines that the Product will not resist penetration, Hardwire will notify the Original Purchaser and provide a store credit equivalent to the greater of the straight-line depreciated value of the product over the industry-standard five year life or 20% of the original purchase price toward new purchase of any Product. Hardwire views this **unprecedented Limited Warranty as a relationship to maintain communication with you about your equipment's performance**.

Misuse or abuse of the Product will void the Limited Warranty. Hardwire will, in its sole discretion, make this determination. This Limited Warranty shall be null and void and shall not apply if the Product, in Hardwire's sole judgment and discretion, has been subjected to misuse, abuse, accident, alteration, breakage, damage, unauthorized repair or service, or improper care of the Product, but excluding damage or breakage of the Product incurred due to the Product's intended use in the line of duty as determined by Hardwire in Hardwire's sole discretion. Intentionally shooting or testing of the Product in any capacity will void the Limited Warranty.

If your armor Product is shot in the line of duty and your Product is damaged, Hardwire will replace it free of charge.

In the event that Hardwire determines that the Product is defective during an applicable Limited Warranty period, Hardwire shall (at its election) replace, repair, or issue a pro-rated purchase price credit for such Product. Any claim under this Limited Warranty must be delivered to Hardwire at its address listed above within ten (10) days following the date of delivery or, for latent defects, within ten (10) days following discovery of such defect. All returns shall be made to Hardwire's factory and must include (1) proof of issue / purchase, and (2) documentation specifying the claimed defect and all relevant supporting information. A Return Authorization Number (RAN) must be obtained from Hardwire prior to returning the product. Shipping, handling, and repair costs may be charged to the Original Purchaser if in Hardwire's sole discretion, the Product has been misused in any way. Hardwire will estimate such cost and proceed based solely on the Original Purchaser's approval at the time of return.

This is a LIMITED WARRANTY and is the sole and exclusive warranty for the Product. This Limited Warranty is given only to the Original Purchaser, and to no other person or entity. In order to receive this Limited Warranty, the original Purchaser must register its Product on Hardwire's website.

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

HARDWIRE AND ITS RESELLERS AND DISTRIBUTORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. This Limited Warranty shall not be expanded in scope by any representation, description, course of dealing, course of performance, usage of trade, or otherwise.

YOUR EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM ARISING OUT OF A PRODUCT DEFECT, MALFUNCTION, OR FAILURE OF PERFORMANCE, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL BE THE REPAIR OR REPLACEMENT OF, OR, IN HARDWIRE'S SOLE DISCRETION, A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR, THE PRODUCT DETERMINED BY HARDWIRE TO BE DEFECTIVE. HARDWIRE SHALL NOT BE OBLIGATED TO PROVIDE ANY REMEDY IF YOU HAVE NOT NOTIFIED HARDWIRE IN WRITING OF SUCH DEFECT DURING THE RELEVANT WARRANTY PERIOD. IN NO EVENT SHALL HARDWIRE'S LIABILITY FOR ANY CLAIM BE GREATER THAN THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT.

IN NO EVENT SHALL HARDWIRE BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, OR ANY OTHER INDIRECT LOSSES, DAMAGES, OR EXPENSES THAT ARISE FROM ANY CAUSE RELATING TO THE PRODUCT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.*

* Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

HARDWIRE AND YOU KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS LIMITED WARRANTY. This Limited Warranty is applicable only in the United States of America. This Limited Warranty shall be construed, and the respective rights of You and Hardwire shall be determined, according to the laws of the State of Maryland, without regard to choice of law or conflicts principles of Maryland or any other jurisdiction; the courts of Maryland shall have exclusive jurisdiction over any disputes or issues arising under these Terms and Conditions; and the parties submit to the
exclusive venue of the courts of Worcester County, Maryland.

In order to receive this Limited Warranty, the original Purchaser must register its Product on Hardwire's website.
Please visit www.hardwirellc.com/registration/
Or call 410-957-3669 and we will happily register your products.

Warranty

READ ALL INSTRUCTIONS & WARNINGS BEFORE USING THIS PRODUCT

This product must not be used for any other use than the one it was intended for.

Busch GmbH & Co. KG Warranty Coverage

Busch Group Helmets (Busch GmbH & Co.KG) warrants its products to be free of defects in material and workmanship for the following periods from the DATE OF PURCHASE. The “Warranty Period is:
• Helmet Ballistic shell: 5 year
• Helmet non-Ballistic shell 1 year
• Ballistic/Non-Ballistic Visor protection screen 3 years (In use)
• Helmet/Visor components-non consumable (fit band, hardware, buckles): 1 year
• Helmet Components-including consumable components (comfort layer, impact pads, retention system): 1 year

Only the original purchaser of a product is eligible for warranty coverage. The warranty period begins from the DATE OF PURCHASE. Additional information on our website: www.buschprousa.com

What this Warranty does not cover:

• Damage caused through use of adhesives, solvents, or caustic chemicals.
• Damage caused through misuse, neglect, abuse or mishandling.
• Damage caused through accident or acts of nature.
• Damage caused through improper storage or maintenance, including scratches and paint chips
• Damage through normal wear and tear, including scratched, dented & dropped visors.
• Damage cause through alteration, changes, or repairs not authorised in writing by Busch GmbH & Co.KG. or Busch PROtective USA, LLC
• Further damage caused by anything other than defects in materials or workmanship.

If you make any modifications, changes or alterations to this product without Busch GmbH’s authorisation in writing, this warranty will be void.

What Busch GmbH/Busch PROtective USA, LLC will do to rectify a problem

If the supplied product or parts of the product fails to perform due to a material defect or poor workmanship during the Warranty Period, we are obligated to repair or, at our option, replace the defective product or part with the same or comparable item at no charge to you for parts or labor. Our aim is to make reasonable efforts to repair or replace the product. We aim to do our best to match colors and styles, but cannot guarantee that we will be able to send back the product in the exact same color and style. If we believe that the product cannot be repaired or a suitable replacement item is not available, we will aim to refund the original purchase price which is shown on the purchase order. Our replacements and repairs are warranted only for the original Warranty Period.

Warnings limited warranty (Rights and options available to you)

In the event any Busch GmbH product is found to be defective in workmanship or material our only obligation to you and your only option shall be to repair, replace or refund the purchase price of products, which you may only obtain through complying with the procedure described in this warranty policy.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY, EXCEPT WHERE PROHIBITED BY LAW, BUSCH GMBH WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES (INCLUDING LOST PROFITS) ARISING FROM THIS PRODUCT, REGARDLESS OF THE LEGAL THEORY ASSERTED. THE REMEDIES IN THIS LIMITED WARRANTY ARE EXCLUSIVE, EXCEPT FOR ANY THAT MAY BE PROVIDED BY YOUR PROVINCE. CHECK YOUR OWN PROVINCE LAW FOR ANY ADDITIONAL WARRANTY RIGHTS AND REMEDIES.

Revision 2022.8

Market Basket Product

Contractor Name: Safariland

Product	Type
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection

Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
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Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Stab-resistant Vest (including carrier)	Spike Protection
Stab-resistant Vest (including 2 carriers)	Spike Protection
Stab-resistant Vest (including carrier)	Spike Protection
Stab-resistant Vest (including 2 carriers)	Spike Protection

Stab-resistant Vest (including carrier)	Spike Protection
Stab-resistant Vest (including 2 carriers)	Spike Protection
Stab-resistant Vest (including carrier)	Spike Protection
Stab-resistant Vest (including 2 carriers)	Spike Protection
Combination Vest (including carrier)	Handgun-Spike
Combination Vest (including 2 carriers)	Handgun-Spike
Combination Vest (including carrier)	Handgun-Spike
Combination Vest (including 2 carriers)	Handgun-Spike
Combination Vest (including carrier)	Handgun-Spike
Combination Vest (including 2 carriers)	Handgun-Spike
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
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Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection

Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
Ballistic-resistant Vest (including carrier)	Handgun Protection
Ballistic-resistant Vest (including 2 carriers)	Handgun Protection
In Conjunction With (ICW) Armor (soft armor and ICW plate)	Rifle Protection
In Conjunction With (ICW) Armor (soft armor and ICW plate)	Rifle Protection
In Conjunction With (ICW) Armor (soft armor and ICW plate)	Rifle Protection
In Conjunction With (ICW) Armor (soft armor and ICW plate)	Rifle Protection
In Conjunction With (ICW) Armor (soft armor and ICW plate)	Rifle Protection
In Conjunction With (ICW) Armor (soft armor and ICW plate)	Rifle Protection
In Conjunction With (ICW) Armor (soft armor and ICW plate)	Rifle Protection
Ballistic-resistant Stand-alone Plate	Rifle Protection
Ballistic-resistant Stand-alone Plate	Rifle Protection
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Ballistic-resistant Stand-alone Plate	Rifle Protection
Ballistic-resistant Stand-alone Plate	Rifle Protection

s Listed on the NIJ CPL 0101.06 - Certified.   Active on the NIJ CPL.

Manufacturer (Brand and Series)	Manufacturer Catalog #
HARDWIRE® 57 Level IIIA, A7, M Series Cocealable Carrier, Male/Neutral	1366300-M/U 1348925
HARDWIRE® 57 Level IIIA, A7, 2 - M Series Cocealable Carrier, Male/Neutral	1366300-M/U 1348925 (2)
SX™HP Level IIIA, A7, M Series Cocealable Carrier, Male/Neutral	1365076-M/U 1348925
SX™HP Level IIIA, A7, 2 - M Series Cocealable Carrier, Male/Neutral	1365076-M/U 1348925 (2)
SX™HP Level IIIA, A7, M Series Cocealable Carrier, Female Structured	1365498-F 1348925
SX™HP Level IIIA, A7, 2 - M Series Cocealable Carrier, Female Structured	1365498-F 1348925 (2)
HARDWIRE® 51 Level II, A7, M Series Concealable Carrier, Male/Neutral	1350429-M 1348925
HARDWIRE® 51 Level II, A7, 2 - M Series Concealable Carrier, Male/Neutral	1350429-M 1348925 (2)
HARDWIRE® 68 Level IIIA, A7, M Series Concealable Carrier, Male/Neutral	1350430-M 1348925
HARDWIRE® 68 Level IIIA, A7, 2 - M Series Concealable Carrier, Male/Neutral	1350430-M 1348925 (2)
Safariland SX Level II, M Series Concealable Carrier, Male	1219784-M/U 1348925
Safariland SX Level II, 2 - M Series Concealable Carrier, Male	1219784-M/U 1348925 (2)
Safariland SX Level II, M Series Concealable Carrier, Female	1219785-F 1348925
Safariland SX Level II, 2 - M Series Concealable Carrier, Female	1219785-F 1348925 (2)
Safariland SX Level IIIA, M Series Concealable Carrier, Male	1219793-M/U 1348925
Safariland SX Level IIIA, 2 - M Series Concealable Carrier, Male	1219793-M/U 1348925 (2)
Safariland SX Level IIIA, M Series Concealable Carrier, Female	1219794-F 1348925
Safariland SX Level IIIA, 2 - M Series Concealable Carrier, Female	1219794-F 1348925 (2)
Safariland Xtreme Level II, M Series Concealable Carrier, Male	1219786-M/U 1348925

Safariland Xtreme Level II, 2 - M Series Concealable Carrier, Male	1219786-M/U 1348925 (2)
Safariland Xtreme Level II, M Series Concealable Carrier, Female	1219787-F 1348925
Safariland Xtreme Level II, 2 - M Series Concealable Carrier, Female	1219787-F 1348925 (2)
Safariland Xtreme Level IIIA, M Series Concealable Carrier, Male	1219795-M/U 1348925
Safariland Xtreme Level IIIA, 2 - M Series Concealable Carrier, Male	1219795-M/U 1348925 (2)
Safariland Xtreme Level IIIA, M Series Concealable Carrier, Female	1219796-F 1348925
Safariland Xtreme Level IIIA, 2 - M Series Concealable Carrier, Female	1219796-F 1348925 (2)
Safariland Matrix Level II, M Series Concealable Carrier, Male	1221918-M/U 1348925
Safariland Matrix Level II, 2 - M Series Concealable Carrier, Male	1221918-M/U 1348925 (2)
Safariland Matrix Level II, M Series Concealable Carrier, Female Structured	1221919-F 1348925
Safariland Matrix Level II, 2 - M Series Concealable Carrier, Male	1221919-F 1348925 (2)
Safariland Matrix Level IIIA, M Series Concealable Carrier, Male	1219686-M/U 1348925
Safariland Matrix Level IIIA, 2 - M Series Concealable Carrier, Male	1219686-M/U 1348925 (2)
Safariland Matrix Level IIIA, M Series Concealable Carrier, Female Structured	1221920-F 1348925
Safariland Matrix Level IIIA, 2 - M Series Concealable Carrier, Female Structured	1221920-F 1348925 (2)
Safariland BV Level II, M Series Concealable Carrier, Male/Unstructured	1364403-M/U 1348925
Safariland BV Level II, 2-M Series Concealable Carrier, Male/Unstructured	1364403-M/U 1348925 (2)
Safariland BV Level IIIA, M Series Concealable Carrier, Male	1345711-M/U 1348925
Safariland BV Level IIIA, 2 - M Series Concealable Carrier, Male	1345711-M/U 1348925 (2)
PRISM Spike 1, M Series Concealable Carrier, Male	1219804-M 1348925
PRISM Spike 1, 2 - M Series Concealable Carrier, Male	1219804-M 1348925 (2)
PRISM Spike 2, M Series Concealable Carrier, Male	1219805-M 1348925
PRISM Spike 2, 2 - M Series Concealable Carrier, Male	1219805-M 1348925 (2)

PRISM Spike 3, M Series Concealable Carrier, Male	1219806-M 1348925
PRISM Spike 3, 2 - M Series Concealable Carrier, Male	1219806-M 1348925 (2)
PRISM Spike 3, M Series Concealable Carrier, Male	1345427-M 1348925
PRISM Spike 3, 2 - M Series Concealable Carrier, Male	1345427-M 1348925 (2)
PRISM MT Level II Spike 2, M Series Concealable Carrier, Male	1301972-M 1348925
PRISM MT Level II Spike 2, 2 - M Series Concealable Carrier, Male	1301972-M 1348925 (2)
PRISM MT Level IIA Spike 3, M Series Concealable Carrier	1219802-M 1348925
PRISM MT Level IIA Spike 3, 2 - M Series Concealable Carrier	1219802-M 1348925 (2)
PRISM MT Level IIIA Spike 3, M Series Concealable Carrier, Male	1219803-M 1348925
PRISM MT Level IIIA Spike 3, 2 - M Series Concealable Carrier, Male	1219803-M 1348925 (2)
APEX™ System SX™ HP Level IIIA APEX Male or Unstructured Female Panel Array (includes Front, Back and 2 Side Ballistic Panels), APEX™ System Carrier	1366310-M/U 1363581
APEX™ System SX™ HP Level IIIA APEX Male or Unstructured Female Panel Array (includes Front, Back and 2 Side Ballistic Panels), 2 - APEX™ System Carrier	1366310-M/U 1363581 (2)
APEX™ System SX™ HP Level IIIA APEX Male or Unstructured Female Panel Array (includes Front, Back and 2 Side Ballistic Panels), APEX™ System Carrier	1366332-F 1363581
APEX™ System SX™ HP Level IIIA APEX Male or Unstructured Female Panel Array (includes Front, Back and 2 Side Ballistic Panels), 2 - APEX™ System Carrier	1366332-F 1363581 (2)
APEX™ System SX™ Level II APEX Male or Unstructured Female Panel Array (includes Front, Back and 2 Side Ballistic Panels), APEX™ System Carrier	1363962-M/U 1363581
APEX™ System SX™ Level II APEX Male or Unstructured Female Panel Array (includes Front, Back and 2 Side Ballistic Panels), 2 - APEX™ System Carrier	1363962-M/U 1363581 (2)
APEX™ System SX™ Level II APEX Structured Female Panel Array (includes Front, Back and 2 Side Ballistic Panels), APEX™ System Carrier	1363964-F 1363581
APEX™ System SX™ Level II APEX Structured Female Panel Array (includes Front, Back and 2 Side Ballistic Panels), 2 - APEX™ System Carrier	1363964-F 1363581 (2)
APEX™ System SX™ Level IIIA APEX Male or Unstructured Female Panel Array (includes Front, Back and 2 Side Ballistic Panels), APEX™ System Carrier	1363961-M/U 1363581

APEX™ System SX™ Level IIIA APEX Male or Unstructured Female Panel Array (includes Front, Back and 2 Side Ballistic Panels), 2 - APEX™ System Carrier	1363961-M/U 1363581 (2)
APEX™ System SX™ Level IIIA APEX Structured Female Panel Array (includes Front, Back and 2 Side Ballistic Panels), APEX™ System Carrier	1363963-F 1363581
APEX™ System SX™ Level IIIA APEX Structured Female Panel Array (includes Front, Back and 2 Side Ballistic Panels), 2 - APEX™ System Carrier	1363963-F 1363581 (2)
HARDWIRE® IMPAC™ C1.4 Type III+ ICW HW-2019-01-SB 7.2 5X11.5 SAPI XSmall	1365276
HARDWIRE® IMPAC™ C1.4 Type III+ ICW HW-2019-01-SB 8.75X11.75 SAPI Small	1365275
HARDWIRE® IMPAC™ C1.4 Type III+ ICW HW-2019-01-SB 9.5X12.5 SAPI Medium	1365274
HARDWIRE® IMPAC™ C1.4 Type III+ ICW HW-2019-01-SB 10.25X13.25 SAPI Large	1365273
HARDWIRE® IMPAC™ C1.4 Type III+ ICW HW-2019-01-SB 11X14 SAPI XLarge	1365272
HARDWIRE® IMPAC™ C1.4 Type III+ ICW HW-2019-01-SB 10X12 Multi Curve Shooters Cut	1365340
HARDWIRE® IMPAC™ C1.4 Type III+ ICW HW-2019-01-SB 8X10 Multi Curve Shooters Cut	1365341
DT306P Type III 8.75X11.75 Multi Curve SAPI Small	1314912
DT306P Type III 9.5X12.5 Multi Curve SAPI Medium	1314913
DT306P Type III 10.25X13.25 Multi Curve SAPI Large	1314914
DT306P Type III 11X14 Multi Curve SAPI Xlarge	1314915
DT306P Type III 10X12 Multi Curve Shooters Cut	1314910
DT306P Type III 10X12 Multi Curve Rectangle	1345796
DT306P Type III 8X10 Multi Curve Shooters Cut	1347631
DT306P Type III 8X10 Multi Curve Rectangle	1314911
Hardwire® 9000 Type III 8.75X11.75 Multi Curve SAPI Small	1350919
Hardwire® 9000 Type III 9.5x12.5 Multi Curve SAPI Medium	1350920
Hardwire® 9000 Type III 10.25X13.25 Multi Curve SAPI Large	1350921
Hardwire® 9000 Type III 11X14 Multi Curve SAPI Xlarge	1350922
Hardwire® 9000 Type III 10X12 Multi Curve Shooters Cut	1350923
Hardwire® 9000 Type III+ 8X10 Multi Curve Shooters Cut	1365511
Hardwire® 8000 Type III 8.75X11.75 Multi Curve SAPI Small	1350910
Hardwire® 8000 Type III 9.5X12.5 Multi Curve SAPI Medium	1350911
Hardwire® 8000 Type III 10.25X13.25 Multi Curve SAPI Large	1350912
Hardwire® 8000 Type III 11X14 Multi Curve SAPI Xlarge	1350913
Hardwire® 8000 Type III 10X12 Multi Curve Shooters Cut	1350914
Hardwire® 8000 Type III 10X12 Multi Curve Rectangle	1350915
Hardwire® 8000 Type III 8X10 Multi Curve Shooters Cut	1350916
Hardwire® 8000 Type III 8X10 Multi Curve Rectangle	1350917
Hardwire® 3000 Type III 8.75X11.75 Multi Curve SAPI Small	1302175
Hardwire® 3000 Type III 9.5x12.5 Multi Curve SAPI Medium	1302176

Hardwire® 3000 Type III 10.25X13.25 Multi Curve SAPI Large	1302177
Hardwire® 3000 Type III 11X14 Multi Curve SAPI Xlarge	1302178
Hardwire® 3000 Type III 10X12 Multi Curve Shooters Cut	1193120
Hardwire® 3000 Type III 10X12 Multi Curve Rectangle	1193811
Hardwire® 3000 Type III 8X10 Multi Curve Shooters Cut	1193812
Hardwire® 3000 Type III 8X10 Multi Curve Rectangle	1193813
Hardwire® 2100 Type III 7.25X11.50 Multi Curve SAPI XSmall	1363037
Hardwire® 2100 Type III 8.75X11.75 Multi Curve SAPI Small	1363038
Hardwire® 2100 Type III 9.5x12.5 Multi Curve SAPI Medium	1363039
Hardwire® 2100 Type III 10.25X13.25 Multi Curve SAPI Large	1363040
Hardwire® 2100 Type III 11X14 Multi Curve SAPI Xlarge	1363041
Hardwire® 2100 Type III 10X12 Multi Curve Shooters Cut	1363042
Hesco® 3612 Type III+ 8.75X11.75 SAPI Small	1365550
Hesco® 3612 Type III+ 9.5x12.5 SAPI Medium	1365551
Hesco® 3612 Type III+ 10.25X13.25 SAPI Large	1365552
Hesco® 3612 Type III+ 11X14 SAPI XLarge	1365553
Hesco® 3612 Type III+ 10X12 Multi Curve Swimmers Cut	1365554
Hesco® 3612 Type III+ 8X10 Multi Curve Swimmers Cut	1365555
Hesco® 3612C Type III+ 8.75X11.75 SAPI Small	1365582
Hesco® 3612C Type III+ 9.5x12.5 SAPI Medium	1365583
Hesco® 3612C Type III+ 10.25X13.25 SAPI Large	1365584
Hesco® 3612C Type III+ 11X14 SAPI XLarge	1365585
Hesco® 3612C Type III+ 10X12 Multi Curve Shooters Cut	1365586
Hesco® 3612C Type III+ 8X10 Multi Curve Shooters Cut	1365587
Hesco® 3404 Type III 8.75X11.75 SAPI Small	1365557
Hesco® 3404 Type III 9.5x12.5 SAPI Medium	1365558
Hesco® 3404 Type III 10.25X13.25 SAPI Large	1365559
Hesco® 3404 Type III 11X14 SAPI XLarge	1365560
Hesco® 3404 Type III 10X12 Multi Curve Shooters Cut	1365561
Hesco® 3404 Type III 8X10 Multi Curve Shooters Cut	1365562
SN106C Type IV 10X12 Multi Curve Shooters Cut	1346542
SN106C Type IV 10x12 Multi Curve Rectangle	1346543
SN106C Type IV 8x10 Multi Curve Shooters Cut	1350229
SN106C Type IV 8x10 Multi Curve Rectangle	1346544

NIJ-CPL Model Designation	Gender (M = Male, N = Neutral, F = Female)	NIJ Standard(s) / ASTM Standard	Threat Level
BA-3A00S-HW01	M or N	0101.06	IIIA
BA-3A00S-HW01	M or N	0101.06	IIIA
BA-3A00S-SXHP	M or N	0101.06	IIIA
BA-3A00S-SXHP	M or N	0101.06	IIIA
BA-3A00S-SXHPF	F	0101.06	IIIA
BA-3A00S-SXHPF	F	0101.06	IIIA
HW-2019-05-SB	M or N	0101.06	II
HW-2019-05-SB	M or N	0101.06	II
HW-2019-01-SB	M or N	0101.06	IIIA
HW-2019-01-SB	M or N	0101.06	IIIA
BA-2000S-SX02	M or N	0101.06	II
BA-2000S-SX02	M or N	0101.06	II
BA-2000S-SX02F	F	0101.06	II
BA-2000S-SX02F	F	0101.06	II
BA-3A00S-SX02	M or N	0101.06	IIIA
BA-3A00S-SX02	M or N	0101.06	IIIA
BA-3A00S-SX02F	F	0101.06	IIIA
BA-3A00S-SX02F	F	0101.06	IIIA
BA-2000S-XT03	M or N	0101.06	II

BA-2000S-XT03	M or N	0101.06	II
BA-2000S-XT03F	F	0101.06	II
BA-2000S-XT03F	F	0101.06	II
BA-3A00S-XT03	M or N	0101.06	IIIA
BA-3A00S-XT03	M or N	0101.06	IIIA
BA-3A00S-XT03F	F	0101.06	IIIA
BA-3A00S-XT03F	F	0101.06	IIIA
BA-2000S-MR02	M or N	0101.06	II
BA-2000S-MR02	M or N	0101.06	II
BA-2000S-MR02F	F	0101.06	II
BA-2000S-MR02F	F	0101.06	II
BA-3A00S-MR02	M or N	0101.06	IIIA
BA-3A00S-MR02	M or N	0101.06	IIIA
BA-3A00S-MR02F	F	0101.06	IIIA
BA-3A00S-MR02F	F	0101.06	IIIA
BA-2000S-BV03	M or N	0101.06	II
BA-2000S-BV03	M or N	0101.06	II
BA-3A00S-BV03	M or N	0101.06	IIIA
BA-3A00S-BV03	M or N	0101.06	IIIA
PS-1.0	M or N	0115.00	1/Spike
PS-1.0	M or N	0115.00	1/Spike
PS-2.2	M or N	0115.00	2/Spike
PS-2.2	M or N	0115.00	2/Spike

PS-3.0	M or N	0115.00	3/Spike
PS-3.0	M or N	0115.00	3/Spike
PS-3.1	M or N	0115.00	3/Spike
PS-3.1	M or N	0115.00	3/Spike
NS02-2020S-ME	M or N	0101.06-0115.00	II-2/Spike
NS02-2020S-ME	M or N	0101.06-0115.00	II-2/Spike
MS-2A30S-MT21	M or N	0101.06-0115.00	IIA-3/Spike
MS-2A30S-MT21	M or N	0101.06-0115.00	IIA-3/Spike
MS-3A30S-MT01	M or N	0101.06-0115.00	IIIA-3/Spike
MS-3A30S-MT01	M or N	0101.06-0115.00	IIIA-3/Spike
BA-3A00S-SXHP	M or N	0101.06	IIIA
BA-3A00S-SXHP	M or N	0101.06	IIIA
BA-3A00S-SXHPF	F	0101.06	IIIA
BA-3A00S-SXHPF	F	0101.06	IIIA
BA-2000S-SX02	M or N	0101.06	II
BA-2000S-SX02	M or N	0101.06	II
BA-2000S-SX02F	F	0101.06	II
BA-2000S-SX02F	F	0101.06	II
BA-3A00S-SX02	M or N	0101.06	IIIA

BA-3A00S-SX02	M or N	0101.06	IIIA
BA-3A00S-SX02F	F	0101.06	IIIA
BA-3A00S-SX02F	F	0101.06	IIIA
IMPAC C1.4 ICW HW-2019-01-SB	M or N	0101.06	III
IMPAC C1.4 ICW HW-2019-01-SB	M or N	0101.06	III
IMPAC C1.4 ICW HW-2019-01-SB	M or N	0101.06	III
IMPAC C1.4 ICW HW-2019-01-SB	M or N	0101.06	III
IMPAC C1.4 ICW HW-2019-01-SB	M or N	0101.06	III
IMPAC C1.4 ICW HW-2019-01-SB	M or N	0101.06	III
IMPAC C1.4 ICW HW-2019-01-SB	M or N	0101.06	III
DT306P	M or N	0101.06	III
DT306P	M or N	0101.06	III
DT306P	M or N	0101.06	III
DT306P	M or N	0101.06	III
DT306P	M or N	0101.06	III
DT306P	M or N	0101.06	III
DT306P	M or N	0101.06	III
DT306P	M or N	0101.06	III
HW-RF2SA-2020	M or N	0101.06	III
HW-RF2SA-2020	M or N	0101.06	III
HW-RF2SA-2020	M or N	0101.06	III
HW-RF2SA-2020	M or N	0101.06	III
HW-RF2SA-2020	M or N	0101.06	III
HW-RF2SA-2020	M or N	0101.06	III
HW-RF1SA-2020	M or N	0101.06	III
HW-RF1SA-2020	M or N	0101.06	III
HW-RF1SA-2020	M or N	0101.06	III
HW-RF1SA-2020	M or N	0101.06	III
HW-RF1SA-2020	M or N	0101.06	III
HW-RF1SA-2020	M or N	0101.06	III
HW-RF1SA-2020	M or N	0101.06	III
HW-RF1SA-2020	M or N	0101.06	III
007-015-3000	M or N	0101.06	III
007-015-3000	M or N	0101.06	III

007-015-3000	M or N	0101.06	III
007-015-3000	M or N	0101.06	III
007-015-3000	M or N	0101.06	III
007-015-3000	M or N	0101.06	III
007-015-3000	M or N	0101.06	III
007-015-3000	M or N	0101.06	III
HW-HBA-2022-01	M or N	0101.06	III
HW-HBA-2022-01	M or N	0101.06	III
HW-HBA-2022-01	M or N	0101.06	III
HW-HBA-2022-01	M or N	0101.06	III
HW-HBA-2022-01	M or N	0101.06	III
HW-HBA-2022-01	M or N	0101.06	III
3612	M or N	0101.06	III+
3612	M or N	0101.06	III+
3612	M or N	0101.06	III+
3612	M or N	0101.06	III+
3612	M or N	0101.06	III+
3612	M or N	0101.06	III+
3612C	M or N	0101.06	III+
3612C	M or N	0101.06	III+
3612C	M or N	0101.06	III+
3612C	M or N	0101.06	III+
3612C	M or N	0101.06	III+
3612C	M or N	0101.06	III+
3404-23173	M or N	0101.06	III
3404-23173	M or N	0101.06	III
3404-23173	M or N	0101.06	III
3404-23173	M or N	0101.06	III
3404-23173	M or N	0101.06	III
3404-23173	M or N	0101.06	III
SN106C	M or N	0101.06	IV
SN106C	M or N	0101.06	IV
SN106C	M or N	0101.06	IV
SN106C	M or N	0101.06	IV

Ballistic Protection Warranty Period	MSRP	BID Price	% Discount
5 years	$2,735.00	$1,641.00	40.00%
5 years	$2,950.00	$1,770.00	40.00%
5 years	$2,580.00	$1,548.00	40.00%
5 years	$2,795.00	$1,677.00	40.00%
5 years	$2,580.00	$1,548.00	40.00%
5 years	$2,795.00	$1,677.00	40.00%
5 years	$2,160.00	$1,296.00	40.00%
5 years	$2,375.00	$1,425.00	40.00%
5 years	$2,630.00	$1,578.00	40.00%
5 years	$2,845.00	$1,707.00	40.00%
5 years	$2,025.00	$1,215.00	40.00%
5 years	$2,240.00	$1,344.00	40.00%
5 years	$2,025.00	$1,215.00	40.00%
5 years	$2,240.00	$1,344.00	40.00%
5 years	$2,580.00	$1,548.00	40.00%
5 years	$2,795.00	$1,677.00	40.00%
5 years	$2,580.00	$1,548.00	40.00%
5 years	$2,795.00	$1,677.00	40.00%
5 years	$1,950.00	$1,170.00	40.00%

5 years	$2,165.00	$1,299.00	40.00%
5 years	$1,950.00	$1,170.00	40.00%
5 years	$2,165.00	$1,299.00	40.00%
5 years	$2,205.00	$1,323.00	40.00%
5 years	$2,420.00	$1,452.00	40.00%
5 years	$2,205.00	$1,323.00	40.00%
5 years	$2,420.00	$1,452.00	40.00%
5 years	$1,555.00	$933.00	40.00%
5 years	$1,770.00	$1,062.00	40.00%
5 years	$1,555.00	$933.00	40.00%
5 years	$1,770.00	$1,062.00	40.00%
5 years	$1,685.00	$1,011.00	40.00%
5 years	$1,900.00	$1,140.00	40.00%
5 years	$1,685.00	$1,011.00	40.00%
5 years	$1,900.00	$1,140.00	40.00%
5 years	$1,240.00	$744.00	40.00%
5 years	$1,455.00	$873.00	40.00%
5 years	$1,345.00	$807.00	40.00%
5 years	$1,560.00	$936.00	40.00%
5 years	$990.00	$594.00	40.00%
5 years	$1,205.00	$723.00	40.00%
5 years	$1,160.00	$696.00	40.00%
5 years	$1,375.00	$825.00	40.00%

5 years	$1,360.00	$816.00	40.00%
5 years	$1,575.00	$945.00	40.00%
5 years	$1,530.00	$918.00	40.00%
5 years	$1,745.00	$1,047.00	40.00%
5 years	$2,475.00	$1,485.00	40.00%
5 years	$2,690.00	$1,614.00	40.00%
5 years	$2,000.00	$1,200.00	40.00%
5 years	$2,215.00	$1,329.00	40.00%
5 years	$2,315.00	$1,389.00	40.00%
5 years	$2,530.00	$1,518.00	40.00%
5 years	$2,815.00	$1,689.00	40.00%
5 years	$3,090.00	$1,854.00	40.00%
5 years	$2,815.00	$1,689.00	40.00%
5 years	$3,090.00	$1,854.00	40.00%
5 years	$2,250.00	$1,350.00	40.00%
5 years	$2,525.00	$1,515.00	40.00%
5 years	$2,250.00	$1,350.00	40.00%
5 years	$2,525.00	$1,515.00	40.00%
5 years	$2,815.00	$1,689.00	40.00%

5 years	$3,090.00	$1,854.00	40.00%
5 years	$2,815.00	$1,689.00	40.00%
5 years	$3,090.00	$1,854.00	40.00%
5 years	$905.00	$543.00	40.00%
5 years	$975.00	$585.00	40.00%
5 years	$1,045.00	$627.00	40.00%
5 years	$1,135.00	$681.00	40.00%
5 years	$1,235.00	$741.00	40.00%
5 years	$1,045.00	$627.00	40.00%
5 years	$920.00	$552.00	40.00%
5 years	$1,395.00	$837.00	40.00%
5 years	$1,395.00	$837.00	40.00%
5 years	$1,490.00	$894.00	40.00%
5 years	$1,805.00	$1,083.00	40.00%
5 years	$1,395.00	$837.00	40.00%
5 years	$1,395.00	$837.00	40.00%
5 years	$1,060.00	$636.00	40.00%
5 years	$1,060.00	$636.00	40.00%
10 years	$1,295.00	$777.00	40.00%
10 years	$1,405.00	$843.00	40.00%
10 years	$1,565.00	$939.00	40.00%
10 years	$1,720.00	$1,032.00	40.00%
10 years	$1,320.00	$792.00	40.00%
10 years	$1,200.00	$720.00	40.00%
10 years	$1,345.00	$807.00	40.00%
10 years	$1,490.00	$894.00	40.00%
10 years	$1,735.00	$1,041.00	40.00%
10 years	$1,975.00	$1,185.00	40.00%
10 years	$1,640.00	$984.00	40.00%
10 years	$1,640.00	$984.00	40.00%
10 years	$1,225.00	$735.00	40.00%
10 years	$1,225.00	$735.00	40.00%
10 years	$1,110.00	$555.00	50.00%
10 years	$1,165.00	$582.50	50.00%

10 years	$1,305.00	$652.50	50.00%
10 years	$1,390.00	$695.00	50.00%
10 years	$1,115.00	$557.50	50.00%
10 years	$1,115.00	$557.50	50.00%
10 years	$960.00	$480.00	50.00%
10 years	$960.00	$480.00	50.00%
10 years	$560.00	$336.00	40.00%
10 years	$605.00	$363.00	40.00%
10 years	$645.00	$387.00	40.00%
10 years	$695.00	$417.00	40.00%
10 years	$750.00	$450.00	40.00%
10 years	$645.00	$387.00	40.00%
5 years	$1,025.00	$615.00	40.00%
5 years	$1,090.00	$654.00	40.00%
5 years	$1,165.00	$699.00	40.00%
5 years	$1,285.00	$771.00	40.00%
5 years	$1,105.00	$663.00	40.00%
5 years	$935.00	$561.00	40.00%
5 years	$1,085.00	$651.00	40.00%
5 years	$1,185.00	$711.00	40.00%
5 years	$1,240.00	$744.00	40.00%
5 years	$1,355.00	$813.00	40.00%
5 years	$1,145.00	$687.00	40.00%
5 years	$1,000.00	$600.00	40.00%
5 years	$730.00	$438.00	40.00%
5 years	$800.00	$480.00	40.00%
5 years	$880.00	$528.00	40.00%
5 years	$1,000.00	$600.00	40.00%
5 years	$830.00	$498.00	40.00%
5 years	$595.00	$357.00	40.00%
5 years	$775.00	$387.50	50.00%
5 years	$775.00	$387.50	50.00%
5 years	$665.00	$332.50	50.00%
5 years	$665.00	$332.50	50.00%

Exhibit C **Agents and Distributors by State**

Contractor: Angel Armor

States	Agnets/Distributors (put an "x" if yes)	Number of Agents/Distributors
Alabama	x	2
Alaska		0
Arizona	x	4
Arkansas	x	1
California	x	8
Colorado	x	3
Connecticut	x	3
Delaware	x	2
Florida	x	4
Georgia	x	2
Guam		0
Hawaii		0
Idaho	x	2
Illinois	x	2
Indiana	x	3
Iowa	x	1
Kansas	x	4
Kentucky	x	3
Louisiana	x	2
Maine	x	2
Maryland	x	3
Massachusetts	x	3
Michigan	x	3
Minnesota	x	3
Mississippi	x	2
Missouri	x	3
Montana	x	1
Nebraska	x	2
Nevada	x	2
New Hampshire	x	2
New Jersey	x	3
New Mexico	x	4
New York	x	2
North Carolina	x	3
North Dakota	x	1
Ohio	x	5
Oklahoma	x	2
Oregon	x	3

Pennsylvania	x	2
Puerto Rico		0
Rhode Island	x	2
South Carolina	x	2
South Dakota	x	1
Tennessee	x	4
Texas	x	5
Utah	x	3
Vermont	x	1
Virginia	x	2
Washington	x	6
Washington D.C.	x	2
West Virginia	x	1
Wisconsin	x	2
Wyoming	x	2
U.S. Virgin Islands		0
Total	**49**	**130**

Exhibit E – Warranty and Recycling Plan

Body Armor Destruction and Recycling

Davy Textiles Inc. works with local, state, and federal agencies to assist with the safe and secure disposal of your body armor. We strive to obtain the maximum recycle rate on materials received. Items that cannot be recycled are disposed of according to state and federal regulations.

We suggest the panel inserts are boxed and palletized, when necessary, with no external markings or paperwork identifying the contents. Pallets should be numbered appropriately. (1 of 4, 2 of 4, etc.) Boxes weighing less than 150 lbs. can be shipped without pallets. Pictures should be taken to ensure there is no damage or tampering while in transport.

It is required that you provide us with a vest panel count to ensure the complete shipment is received. For example, most concealable vests will have 2 panels, a front and back panel. Please note any exceptions. We will issue your disposal request (DR)number with the purchase order. Prior to shipping, email your Purchase Order to support@davytextiles.com. Make sure you include the agency name as you want it shown on the Certificate of Destruction.

Shipping
Ship your vests with a common carrier of your choice to our facility in Statesville NC.
Davy Textiles Inc., 116 Wooten Street, Statesville NC 28677
Office: 704.978.1099 / Cell: 704.651.8684 or support@davytextiles.com
Our business hours are Monday through Friday 8:00 am-4:30 pm EST.

Fee Schedule
After two decades of free destruction service, we are now forced to charge a fee due to circumstances beyond our control.
Vest panels = $3.00 per panel
There will be an administrative fee of $150 for shipping less than 50 panels.
Helmets = $ 4.00 per helmet
Plates (metal/ceramic) = $2.00 per plate
Carrier Environmental Fee= $2.00 per outer carrier
Shipping costs will be greatly reduced if the outer carriers are removed.

A Certificate of Destruction will be issued after all items are destroyed and payment completed.

Thank you for investing in a sustainable future.

EXPRESS LIMITED WARRANTY FOR SAFARILAND® FLEXIBLE BODY ARMOR VESTS CERTIFIED UNDER NIJ-0101.06

1. Safariland warrants that its "NIJ-06" flexible body armor vests ("Vests") have been certified to comply with the National Institute of Justice's ("NIJ") Ballistic Resistance of Body Armor, NIJ Standard-0101.06 (July 2008), for the applicable NIJ threat level designated on each Vest's label. For multi-threat (i.e., ballistic and stab resistant) Vests, Safariland also warrants that the Vests have been certified to comply with the NIJ's Stab Resistance of Personal Body Armor, NIJ Standard-0115.00 (September 2000), for the applicable NIJ spike threat level designated on each Vest's label.

2. For a period of sixty (60) months after the date of purchase, Safariland warrants that the ballistic panels of its Vests shall be free from defects in material and workmanship. Vests should not be worn or used after the expiration of this warranty period (i.e., “useful life” period).

3. For a period of twelve (12) months after the date of purchase, Safariland warrants that the outer carriers of its Vests shall be free from defects in material and workmanship.

4. Vests shall be always worn in accordance with Safariland’s Use & Care instructions and subject to the Warnings contained in the applicable User Manual included with each Vest. The above warranties do not apply to any Vest that has been subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, interruption, damage, improper storage or handling, or unauthorized repair or service.

EXPRESS LIMITED WARRANTY FOR STANDARD-SIZE BODY ARMOR SYSTEMS

Subject to the Qualifications and Limitations contained herein, by Safariland®, LLC (the “Company”) warrants that:

(1) the body armor system(s) sold in connection herewith shall meet the Ballistic Performance Specifications set forth below for a period of sixty (60) months after the date of issue;

(2) the ballistic panel portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of sixty (60) months after the date of issue; and

(3) the outer shell carrier portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of twelve (12) months after the date of issue.

EXPRESS LIMITED WARRANTY FOR CUSTOM-FIT BODY ARMOR SYSTEMS

Subject to the Qualifications and Limitations contained herein, by Safariland®, LLC (the “Company”) warrants that:

(1) the body armor system(s) sold in connection herewith shall meet the Ballistic Performance Specifications set forth below for a period of sixty (60) months after the date of issue;

(2) the ballistic panel portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of sixty (60) months after the date of issue; and

(3) the outer shell carrier portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of twelve (12) months after the date of issue.

EXPRESS LIMITED WARRANTY FOR SAFARILAND® BALLISTIC RESISTANT EQUIPMENT

Subject to the limitations set forth herein, Safariland, LLC (the "Company") warrants its Ballistic Resistant Equipment ("Equipment") as follows:

WORKMANSHIP - Equipment, including but not limited to shields, helmets, face shields, shin guards, blankets and non-certified armor plates, is warranted to be free from defects in material and workmanship for a period of twelve (12) months from the date of purchase.

BALLISTIC PERFORMANCE - Equipment has been tested for ballistic performance at an NIJ-accredited laboratory. For a period of sixty (60) months from the date of purchase, Equipment is warranted for ballistic performance in accordance with the applicable testing protocol, which may include NIJ STD-0106.01 (Ballistic Helmets), NIJ STD-0108.01(Resistant Materials) and/or Safariland's independent testing protocol for noncertified products, as against the threat level designated on the Equipment's label. Equipment shall be tested without conditioning and will be deemed satisfactory so long as there are no perforations. Equipment should not be used after the expiration of this warranty period (i.e., "useful life" period).

*This is a **LIMITED WARRANTY** and is the sole and exclusive warranty for the SAFARILAND® PROTECH® Tactical Equipment. It shall not be enlarged by any representation, description, course of dealing, trade usage, or otherwise. This warranty does not apply if the Company's examination determines that the Equipment has been subjected to misuse, abuse, accident, neglect, alteration, breakage, damage, improper storage or handling, or unauthorized repair or service. Further, this warranty is subject to the proper use and care of the Equipment, which includes, but not limited to, avoidance of the following:*

- *Exposure to chemicals and/or solvents other than approved cleaning agents*
- *Storage in direct sunlight for prolonged periods of time*
- *Storage in damp areas*
- *Damage through misuse or mishandling*

THE COMPANY MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, LOSS OF TIME, OR OTHER INDIRECT LOSSES OR EXPENSES THAT ARISE FROM ANY CAUSE RELATING TO THE PRODUCT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES

YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

EXPRESS LIMITED WARRANTY FOR STANDARD-SIZE BODY ARMOR SYSTEMS

Subject to the Qualifications and Limitations contained herein, by Safariland®, LLC (the "Company") warrants that:
(1) the body armor system(s) sold in connection herewith shall meet the Ballistic Performance Specifications set forth below for a period of sixty (60) months after the date of issue;

(2) the ballistic panel portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of sixty (60) months after the date of issue; and
(3) the outer shell carrier portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of twelve (12) months after the date of issue.

EXPRESS LIMITED WARRANTY FOR CUSTOM-FIT BODY ARMOR SYSTEMS

Subject to the Qualifications and Limitations contained herein, by Safariland®, LLC (the "Company") warrants that:
(1) the body armor system(s) sold in connection herewith shall meet the Ballistic Performance Specifications set forth below for a period of sixty (60) months after the date of issue;

(2) the ballistic panel portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of sixty (60) months after the date of issue; and

(3) the outer shell carrier portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of twelve (12) months after the date of issue.

EXPRESS LIMITED WARRANTY FOR NIJ-06 CERTIFIED HARD ARMOR PLATES

WORKMANSHIP - Hard Armor Plate shall be warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of purchase.

BALLISTIC PERFORMANCE - Hard Armor Plate has been certified to comply with National Institute of Justice (NIJ) Standard for Ballistic Resistance of Body Armor (NIJ STD-0101.06) for the threat level designated on the Hard Armor Plate's label. For a period of sixty (60) months from the date of purchase, Hard Armor Plate shall be warranted for ballistic performance in accordance with the P-BFS protocol as specified in NIJ STD-0101.06, Section 7.8. Hard Armor Plate shall be tested without being subjected to the Armor Drop Test and will be deemed satisfactory so long as there are no perforations of the plate. Hard Armor Plate should not be worn or used after the expiration of this warranty period (i.e., "useful life" period).

This is a LIMITED WARRANTY *and is the sole and exclusive warranty for the SAFARILAND® PROTECH® Hard Armor Plate. It shall not be enlarged by any representation, description, course of dealing, trade usage, or otherwise.*

EXPRESS LIMITED WARRANTY FOR NIJ-04-05 CERTIFIED HARD ARMOR PLATES

Subject to the limitations set forth herein, Safariland, LLC (the "Company") warrants its hard armor plates ("Hard Armor Plate") as follows:

WORKMANSHIP - Hard Armor Plate shall be warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of purchase.

BALLISTIC PERFORMANCE - Hard Armor Plate has been certified to comply with National Institute of Justice (NIJ) Standard for Ballistic Resistance of Body Armor (NIJ STD-0101.04/2005 Interim Requirements) for the threat level designated on the Hard Armor Plate's label. For a period of sixty (60) months from the date of purchase, Hard Armor Plate shall be warranted for ballistic performance in accordance with the Safariland® VestCheck™ Testing Program for NIJ STD-0101.04 / 2005 Interim Requirements Used Body Armor Vests. Hard Armor Plate shall be evaluated using a destructive V50 testing procedure conducted in accordance with NIJ 0101.04 Standard §§ 5.17 - 5.22 (as supplemented by the NIJ 05 Interim Standards and Addendum B) for the NIJ threat level designated on the plate's label. Hard Armor Plate shall be tested without being subjected to Armor Drop Test and will be deemed satisfactory so long as the V50 result is above the highest NIJ reference velocity for the specified NIJ threat level +30 fps. Hard Armor Plate should not be worn or used after the expiration of this warranty period (i.e., "useful life" period).

This is a LIMITED WARRANTY and is the sole and exclusive warranty for the SAFARILAND® PROTECH® Hard Armor Plate. It shall not be enlarged by any representation, description, course of dealing, trade usage, or otherwise.

This warranty does not apply if the Company's examination determines that the Hard Armor Plate has been subjected to misuse, abuse, accident, neglect, alteration, breakage, damage, improper storage or handling, or unauthorized repair or service. Further, this warranty is subject to the proper use and care of the Hard Armor Plate, which includes, but not limited to, avoidance of the following:

- *Exposure to chemicals and/or solvents other than approved cleaning agents*
- *Storage in direct sunlight for prolonged periods of time*
- *Storage in damp areas*
- *Damage through misuse or mishandling*

Frequent visual inspection of the Hard Armor Plate is recommended as well as torque testing by twisting and pinching the edges of the Hard Armor Plate to check for any cracks, breaks, or any other imperfections and listening for any crunching or grinding noise in the Hard Armor Plate. Immediately seek evaluation and DO NOT USE if any flaws are discovered during inspection.

Hardwire Limited Warranty

You are relying on your armor to protect you, so we take extraordinary steps to ensure that it will.

Subject to the limitations set forth herein, Hardwire LLC ("Hardwire") warrants to the original end-user purchaser ("Original Purchaser" or "You") that for **ten (10) years** after the date of purchase, its products, to include **hard body armor plates, "B-kit" vehicle door armor, tactical shields, whiteboards, clipboards, and backpack inserts** (the "Product") will meet the ballistic performance requirements set forth on the label of the Product. The Product complies with the National Institute of Justice's (NIJ) Ballistic Resistance Standards in effect on the date of manufacture of the Product, as follows:

Hard Body Armor: NIJ Standard 0101.06
"B-Kit" Vehicle Door Armor, Tactical Shields, Whiteboards, Clipboards, Backpack Inserts: NIJ Standard 0108.01

Hardwire warrants that, for a period of **10 years** after the date of purchase, the materials ("Materials") and workmanship of the Product shall
be free from defects, considering environmental conditions consistent with the applicable NIJ standards. Materials apply only to the opaque ballistic composite, not to include dry erase films, automotive covers, or transparent armor.

All accelerated aging tests of these Products indicate that the Materials will withstand the test of time. Your job requires confidence in your equipment. To maintain that, Hardwire will periodically perform ballistic testing to ensure performance against penetration of the rounds in the applicable NIJ Standard for the Product, as set forth above. If at any time Hardwire, at its sole discretion, determines that the Product will not resist penetration, Hardwire will notify the Original Purchaser and provide a store credit equivalent to the greater of the straight-line depreciated value of the product over the industry-standard five year life or 20% of the original purchase price toward new purchase of any Product. Hardwire views this **unprecedented Limited Warranty as a relationship to maintain communication with you about your equipment's performance**.

Misuse or abuse of the Product will void the Limited Warranty. Hardwire will, in its sole discretion, make this determination. This Limited Warranty shall be null and void and shall not apply if the Product, in Hardwire's sole judgment and discretion, has been subjected to misuse, abuse, accident, alteration, breakage, damage, unauthorized repair or service, or improper care of the Product, but excluding damage or breakage of the Product incurred due to the Product's intended use in the line of duty as determined by Hardwire in Hardwire's sole discretion. Intentionally shooting or testing of the Product in any capacity will void the Limited Warranty.

If your armor Product is shot in the line of duty and your Product is damaged, Hardwire will replace it free of charge.

In the event that Hardwire determines that the Product is defective during an applicable Limited Warranty period, Hardwire shall (at its election) replace, repair, or issue a pro-rated purchase price credit for such Product. Any claim under this Limited Warranty must be delivered to Hardwire at its address listed above within ten (10) days following the date of delivery or, for latent defects, within ten (10) days following discovery of such defect. All returns shall be made to Hardwire's factory and must include (1) proof of issue / purchase, and (2) documentation specifying the claimed defect and all relevant supporting information. A Return Authorization Number (RAN) must be obtained from Hardwire prior to returning the product. Shipping, handling, and repair costs may be charged to the Original Purchaser if in Hardwire's sole discretion, the Product has been misused in any way. Hardwire will estimate such cost and proceed based solely on the Original Purchaser's approval at the time of return.

This is a LIMITED WARRANTY and is the sole and exclusive warranty for the Product. This Limited Warranty is given only to the Original Purchaser, and to no other person or entity. In order to receive this Limited Warranty, the original Purchaser must register its Product on Hardwire's website.

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

HARDWIRE AND ITS RESELLERS AND DISTRIBUTORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF

TRADE. This Limited Warranty shall not be expanded in scope by any representation, description, course of dealing, course of performance, usage of trade, or otherwise.

YOUR EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM ARISING OUT OF A PRODUCT DEFECT, MALFUNCTION, OR FAILURE OF PERFORMANCE, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL BE THE REPAIR OR REPLACEMENT OF, OR, IN HARDWIRE'S SOLE DISCRETION, A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR, THE PRODUCT DETERMINED BY HARDWIRE TO BE DEFECTIVE. HARDWIRE SHALL NOT BE OBLIGATED TO PROVIDE ANY REMEDY IF YOU HAVE NOT NOTIFIED HARDWIRE IN WRITING OF SUCH DEFECT DURING THE RELEVANT WARRANTY PERIOD. IN NO EVENT SHALL HARDWIRE'S LIABILITY FOR ANY CLAIM BE GREATER THAN THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT.

IN NO EVENT SHALL HARDWIRE BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, OR ANY OTHER INDIRECT LOSSES, DAMAGES, OR EXPENSES THAT ARISE FROM ANY CAUSE RELATING TO THE PRODUCT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.*

* Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

HARDWIRE AND YOU KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS LIMITED WARRANTY. This Limited Warranty is applicable only in the United States of America. This Limited Warranty shall be construed, and the respective rights of You and Hardwire shall be determined, according to the laws of the State of Maryland, without regard to choice of law or conflicts principles of Maryland or any other jurisdiction; the courts of Maryland shall have exclusive jurisdiction over any disputes or issues arising under these Terms and Conditions; and the parties submit to the exclusive venue of the courts of Worcester County, Maryland.

In order to receive this Limited Warranty, the original Purchaser must register its Product on Hardwire's website.
Please visit www.hardwirellc.com/registration/
Or call 410-957-3669 and we will happily register your products.

Warranty

READ ALL INSTRUCTIONS & WARNINGS BEFORE USING THIS PRODUCT
This product must not be used for any other use than the one it was intended for.

Busch GmbH & Co. KG Warranty Coverage

Busch Group Helmets (Busch GmbH & Co.KG) warrants its products to be free of defects in material and workmanship for the following periods from the DATE OF PURCHASE. The "Warranty Period is:

- Helmet Ballistic shell: 5 year
- Helmet non-Ballistic shell 1 year
- Ballistic/Non-Ballistic Visor protection screen 3 years (In use)
- Helmet/Visor components-non consumable (fit band, hardware, buckles): 1 year
- Helmet Components-including consumable components (comfort layer, impact pads, retention system): 1 year

Only the original purchaser of a product is eligible for warranty coverage. The warranty period begins from the DATE OF PURCHASE. Additional information on our website: www.buschprousa.com

What this Warranty does not cover:

• Damage caused through use of adhesives, solvents, or caustic chemicals.
• Damage caused through misuse, neglect, abuse or mishandling.
• Damage caused through accident or acts of nature.
• Damage caused through improper storage or maintenance, including scratches and paint chips
• Damage through normal wear and tear, including scratched, dented & dropped visors.
• Damage cause through alteration, changes, or repairs not authorised in writing by Busch GmbH & Co.KG. or Busch PROtective USA, LLC
• Further damage caused by anything other than defects in materials or workmanship.

If you make any modifications, changes or alterations to this product without Busch GmbH's authorisation in writing, this warranty will be void.

What Busch GmbH/Busch PROtective USA, LLC will do to rectify a problem

If the supplied product or parts of the product fails to perform due to a material defect or poor workmanship during the Warranty Period, we are obligated to repair or, at our option, replace the defective product or part with the same or comparable item at no charge to you for parts or labor. Our aim is to make reasonable efforts to repair or replace the product. We aim to do our best to match colors and styles, but cannot guarantee that we will be able to send back the product in the exact same color and style. If we believe that the product cannot be repaired or a suitable replacement item is not available, we will aim to refund the original purchase price which is shown on the purchase order. Our replacements and repairs are warranted only for the original Warranty Period.

Warnings limited warranty (Rights and options available to you)

In the event any Busch GmbH product is found to be defective in workmanship or material our only obligation to you and your only option shall be to repair, replace or refund the purchase price of products, which you may only obtain through complying with the procedure described in this warranty policy.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY, EXCEPT WHERE PROHIBITED BY LAW, BUSCH GMBH WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES (INCLUDING LOST PROFITS) ARISING FROM THIS PRODUCT, REGARDLESS OF THE LEGAL THEORY ASSERTED. THE REMEDIES IN THIS LIMITED WARRANTY ARE EXCLUSIVE, EXCEPT FOR ANY THAT MAY BE PROVIDED BY YOUR PROVINCE. CHECK YOUR OWN PROVINCE LAW FOR ANY ADDITIONAL WARRANTY RIGHTS AND REMEDIES.

Revision 2022.8

Participating Addendum Number CC260002007
for
Body Armor and Ballistic Resistant Products
between
State of Missouri
and
Safariland, LLC

This Participating Addendum is entered into by the State of Missouri ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 198469, executed by Contractor and the State of Colorado ("Lead State") for Body Armor and Ballistic Resistant Products ("Master Agreement"):

Safariland, LLC ("Contractor")
13386 International Parkway
Jacksonville, FL 32218

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Jaime Marini
Program Manager
Jaime.marini@Safariland.com
904-705-1759

Participating Entity's contact for this Participating Addendum is:

Lane Feeler
Procurement Analyst
Lane.Feeler@oa.mo.gov
573-522-3296

II. TERM. This Participating Addendum is **effective as of the date of November 11, 2025**, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

c. **Contractor Partners**. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum. The subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage must execute a cooperative contract with the State of Missouri before providing services.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VI. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the cooperative contract number CC260002007. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. **PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.**

Missouri Statewide Contract Quarterly Administrative Fee:

The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

Payments shall be made using one of the following acceptable payment methods:

Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

Missouri Statewide Contract Quarterly Administrative Fee Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, and universities that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: http://oa.mo.gov/purchasing/vendor-information. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 2. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

Mail: Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

Fax: (573) 526-9815
Email: ereports@oa.mo.gov

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

Missouri Statewide Contract Quarterly Usage Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing that provides the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.

Data Element	Description
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to the Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment 3 which is downloadable from https://purch.oa.mo.gov/vendor-information or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

VIII. **FEDERAL FUNDING REQUIREMENTS.** 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. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

IX. ATTACHMENTS. This Participating Addendum includes the following attachments:

- **a.** Cooperative Contract Number CC260002007 (Separate Document)
- **b.** Missouri Economic Impact

X. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Jaime Marini
Program Manager
Jaime.Marini@Safariland.com
904-705-1759

For Participating Entity:

Lane Feeler
Procurement Analyst
Lane.Feeler@oa.mo.gov
573-522-3296

XI. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represent and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

James Duncan
Signature

James Duncan
Printed Name

Vice President and General Manager, Global Armor
Title

10/15/2025
Date

PARTICIPATING ENTITY:

Karen Boeger
Signature

Karen Boeger
Printed Name

Director, Division of Purchasing
Title

11-7-2025
Date

MISSOURI ECONOMIC IMPACT ATTACHMENT

The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under the agreement between the State of Missouri and the vendor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.
   Safariland
   Safariland will utilize Ed Roehr Safety Products (ERS) located in St. Louis. MO as our authorized distributor in the State of MO.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under the Missouri Contract Number identified herein.
   ERS will meet with any agencies in MO that utilize Body Armor and Ballistic Resistant Products and that wish to procure Safariland products under this contract.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
   Safariland will utilize a local MO registered business entity that pays local and state taxes as a business entity as well as local MO residents that are able to live and work in MO and pay local and state taxes as well. Additionally, Safariland pays yearly business taxes to the State of MO.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: http://oeo.mo.gov you will use in the provision of products and services under the contract:
   Not Applicable

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites http://dese.mo.gov/special-education/sheltered-workshops/directories, http://www.lhbindustries.com and http://www.alphapointe.org you will use in the provision of products and services under the contract:
   Not Applicable

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Website https://purch.oa.mo.gov/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information you will use in the provision of products and services under the contract:
   I am unable to review the list this question references as the link returns a 403-Forbidden error message