



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, 3rd Floor
Denver, Co 80203**

And

**Safariland, LLC
13386 International Parkway
Jacksonville, FL 49622**

Master Agreement Number 164720

1. NASPO VALUEPOINT MASTER AGREEMENT OVERVIEW

1.1. Parties

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

1.2. Effective Date

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

1.3. Master Agreement Order of Precedence

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

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

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

1.4. Term of this Master Agreement

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

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

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

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

THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

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

CONTRACTOR
Safariland, LLC

By: Brad Williams
Title: President

DocuSigned by:

[Redacted Signature]

C286658C... Signature

Date: 11/19/2020

STATE OF COLORADO
Jared Polis, Governor

Department of Personnel & Administration
State Purchasing & Contracts Office
Kara Veitch, Executive Director

DocuSigned by:

By: [Redacted Signature]
John Chapman, State Purchasing Manager

Date: 11/19/2020

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

By: [Redacted Signature]

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Date: 11/19/2020

EXHIBIT E, CONTRACTOR ATTESTATION

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

Contractor

By: _____

DocuSigned by:

C286658C39A142E1*Signature

Date: 11/19/2020

For each helmet and shield listed in Exhibit A.

Safariland, LLC attests that the TSI 1 Level IIIA ballistic-resistant shield (listed in Exhibit A Product and Price Lists) is in compliance with NIJ Standard 0108.01 when tested with the NIJ ballistic test threats from NIJ Standard 0108.01, Type III-A, and that the products being sold under this contract are the same ballistic material and design as the test samples evaluated in the provided test report: Record No. SAF12005 Tested 12/13/2017

Safariland, LLC attests that the Delta 4 ballistic-resistant helmet (listed in Exhibit A Product and Price Lists) is in compliance with NIJ Standard 0106.01 when tested with the NIJ ballistic test threats from NIJ Standard 0101.06, Level IIIA, and that the products being sold under this contract are the same ballistic material and design as the test samples evaluated in the provided test report: Record No: SAF19005-1 Tested 03/07/2019

MASTER AGREEMENT AMENDMENT

Amendment # 1	Master Agreement # 164720	Amendment CMS # 174646
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1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Safariland, LLC** (hereinafter called “Contractor”), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the “State”), and collectively referred to as the “Parties.”

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into a Master Agreement effective **November 10, 2020**, that authorized Participating States to execute Participating Addenda with the Contractor for Body Armor and Ballistic Resistant Products, as set forth in the NASPO ValuePoint Master Agreement, Contract number **164720**.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on November 11, 2022, and ending on November 10, 2023.

7. START DATE

This Amendment shall take effect on the later of the Effective Date or November 11, 2022.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR Safariland, LLC By: James Duncan Title: Vice President Sales Date: 5/23/2022	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Chiodini, Executive Director By: John Chapman, State Purchasing Manager Date: 5/23/2022
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: [Redacted] Rachael Kamlet
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Date: 5/23/2022