

SERIAL 11085 C POLICE PROTECTION EQUIPMENT (BODY ARMOR)

DATE OF LAST REVISION: August 18, 2016 CONTRACT END DATE: September 30, 2016

CONTRACT PERIOD THROUGH ~~FEBRUARY 28 NOVEMBER 30, 2015~~ MAY SEPTEMBER 30, 2016

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **POLICE PROTECTION EQUIPMENT (BODY ARMOR)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 02, 2012**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

JG/mm
Attach

Copy to: Office of Procurement Services
Amie Bristol, Sheriff's Office
Suzanne Baier, Sheriff's Office

(Please remove Serial 05105-C from your contract notebooks)

POLICE PROTECTION EQUIPMENT (BODY ARMOR)

1.0 INTENT:

The intent of this Solicitation is to establish a requirements contract for concealable body armor. Also requested are blanket discounts for related supplies.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.28 and 2.29, below).

The County reserves the right to add additional contractors, at the County’s sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County’s needs or to ensure adequate competition on any project or task order work.

Interested firms should understand initial pricing shall be done by reverse auction through <http://www.bidsync.com/>.

2.0 TECHNICAL SPECIFICATIONS:

2.1 Relative Performance Index

2.1.1 It has been determined that the relative strength to weight ratio of a ballistic design is important in determining its comfort/performance characteristics. The strength to weight ratio is calculated by dividing the areal weight (lbs. per square foot) into the performance V50 value. A high strength to weight ratio or Relative Performance Index (RPI) indicates a high degree of comfort and performance. Therefore, the minimum RPI shall be no lower than:

<u>Threat Level</u>	<u>Bullet Description</u>	<u>Relative Performance Index</u>
II	9mm 124 gr. FMJ	1965

2.2 NIJ STANDARD-0101.06

2.2.1 Each vest model should be separately tested and certified to comply with the requirements of the voluntary National Institute of Justice NIJ-STD-0101.06 "Ballistic Resistance of Police Body Armor" (July 2008), as providing multiple hit protections for the Threat Level II ballistic threats.

2.3 Ballistic Panel Performance:

2.3.1 Each bidder shall submit (with bid) certified V50 test reports for the vest(s) being offered.

2.3.1.1 The V50 test shall be performed with Type II armor that is new and unworn shall be tested with 9 mm FMJ RN bullets with a specified mass of 8.0 g (124 gr) and a velocity of 398 m/s ± 9.1 m/s (1305 ft/s ± 30 ft/s) and with .357 Magnum Jacketed Soft Point (JSP) bullets with a specified mass of 10.2 g (158 gr) and a velocity of 436 m/s ± 9.1 m/s (1430 ft/s ± 30 ft/s). Type II armor that has been conditioned shall be tested with 9 mm FMJ RN bullets with a specified mass of 8.0 g (124 gr) and a velocity of 379 m/s ± 9.1 m/s (1245 ft/s ± 30 ft/s) and with .357 Magnum JSP bullets with a specified mass of 10.2 g (158 gr) and a velocity of 408 m/s ± 9.1 m/s (1340 ft/s ± 30 ft/s).

2.3.1.2 The V50 test shall be against clay backing. V50 reports, which represent testing without clay backing, *shall be rejected*

2.3.1.3 Vendor shall provide written certification that all V50 testing is accomplished with clay backing; failure to provide certification shall be cause for rejection. Agency "certifying" testing shall be clearly identified on all documents.

2.3.1.4 Vendor shall certify through V-0 ~~50~~ shot data against clay backing from an independent laboratory **or through a vest shoot at the Maricopa County Sherriff's Office Range**, that the Type II armor will provide protection for the ammo issued by the Maricopa County Sheriff's Office which are:

Type	Weight	Velocity
.380	90 gr JHP	1040 FPS
9mm	124 gr JHP	1150 FPS
38 Spl	125 gr JHP	945 FPS
.357 Mag	158 gr JHP	1240 FPS
.357 Sig	125 gr JHP	1350 FPS
40 S&W	155 gr JHP	1200 FPS
45 ACP	230 gr JHP	890 FPS
10 mm	180 gr JHP	1180 FPS
10 mm	155 gr JHP	1265 FPS

2.4 Quality Control Program and Policy

2.4.1 Any manufacturer's product offered shall have a comprehensive Quality Control Program, which includes a written Q.C. Policy and minimum quality assurance steps.

2.4.2 The manufacturer of the product offered shall be Quality Certified by an accredited Quality Registrar to the ISO 9001 standard.

2.4.2.1 *Certificate of registration shall accompany this bid.* All documents and data must be made available for inspection upon request.

2.5 Fiber and Fabric Properties:

2.5.1 Each lot's critical fiber properties (denier, # of filaments, fiber type, tenacity, and elongation at break) shall be certified by the fiber manufacturer.

2.5.2 Each lot's critical fabric properties (weave, warp & fill ends/inch, basis weight, thickness, yarn and fabric tensile properties, 9mm and .357 mag. V-50 ballistic limits) shall be certified by the fabric manufacturer.

2.6 Manufacturer Property Checks:

2.6.1 The vest manufacturer shall also re-check critical fabric properties (fiber and fabric property certifications, weave type, warp and fill ends/inch, basis weight, and 9mm and .357 Mag. penetration resistance) of each shipment received prior to its use in the manufacture of ballistic vests.

2.7 Product Consistency:

2.7.1 The manufacturer shall warrant that all shipments of each certified model will be identical in design and construction to that which was originally certified and offered as a response to this solicitation.

2.7.2 The manufacturer and NIJ shall have retained samples from the original certification for verification and/or inspection.

2.7.3 NO SUBSTITUTIONS will be allowed without the prior written approval of the Maricopa County Sheriff's Office.

- 2.7.4 The manufacturer must warrant that the NIJ certified model will continue to perform at its established V-50 Ballistic Limit levels, as demonstrated by independent laboratory tests, within a normal variation of +/-6%, throughout the five year service life of the vest.
- 2.7.5 **ALL VESTS SHALL BE SERIALIZED**, 100% inspected, and traceable.
- 2.7.6 All procedures and quality data shall be available for inspection upon request.
- 2.7.7 The manufacturer shall allow unannounced plant and data inspections if the Agency wishes to conduct them, at any time during or after the production of the vests.
- 2.8 General Design Requirements:
 - 2.8.1 The vest shall provide maximum practical protective coverage for male and female officers for everyday wear. However, it must not bind or constrict user mobility or wear ability.
 - 2.8.2 Female Models shall be designed specifically for the female torso and shall have allowances for bust configuration.
 - 2.8.3 The vest shall be concealable under a uniform shirt.
- 2.9 General User Coverage:
 - 2.9.1 The vest shall provide full wrap.
 - 2.9.1.1 Full wrap coverage is defined as a vest with "full wrap" side panels that "butt fit" at the sides, with no gap between the front and back ballistic panels. An "overlap" fit where the front panel would overlap the back panel of up to 1" is recommended. Suitable relief of 1/2" - 1" shall be allowed between the bottom of the vest and the gun belt while seated so that no binding occurs when the officer is sitting in a patrol vehicle. Ample relief must be provided in the armpit region to allow unrestricted movement of the arms. A 2"- 3" scoop must be cut into the neck region that prevents the armor from showing when worn under a shirt with an open collar.
- 2.10 Ballistic Material:
 - 2.10.1 The ballistic materials used to manufacture these vests shall be new, unused and without flaws that affect appearance, durability and function.
- 2.11 Ballistic Panels:
 - 2.11.1 The ballistic panel shall be soft, flexible and readily conformable to the body.
 - 2.11.2 The ballistic panel shall be stitched together in such a way that it remains extremely flexible. To prevent unnecessary stiffness, no quilt, diamond or box stitching **of the ballistic package, in its entirety**, will be accepted. **To be considered, all vests must be uniform throughout the ballistic panel in layer count and in layer size. Accordingly, any ballistic panel that is not uniform in layer count and layer size throughout the entire ballistic package shall be rejected.**
- 2.12 Ballistic Panel Covers:
 - 2.12.1 Each ballistic panel shall be permanently covered with a material which prevents exposure to environmental elements. The cover must be sealed at the seams to prevent moisture intrusion. Moisture Vapor Transmission (MVT) is detrimental to ballistic panels, therefore the ballistic panel covers must have a MVT rate of less than 550 grams per square meter in a 24 hour period while submerged in water.

2.13 Ballistic Vest Carrier:

2.13.1 Each vest shall be supplied with two (2) six (6) point adjustable carriers.

2.13.2 Carriers will be black in color.

2.13.3 The vest carrier shall contain front and back 5"x8" / 8"x10" combination trauma plate pockets and a built in Medical Alert Pocket. (This **2 & 3/4 X 4 inch (credit card size)** pocket allows for the insertion of any special medical alert information/cards that would advise EMT personnel of critical medical /allergic issues should an officer require immediate medical attention. **This pocket will be on the outside, centered on the front vest panel).**

2.13.4 The ballistic vest carrier must include an EMD/Taser device resistant technology. **The EMD/Taser resistance can be either part of the vest carrier or part of the ballistic panel. It must be permanently affixed to either the ballistic panel or ballistic vest carrier. The EMD/Taser resistant technology shall not be subject to moisture or environmental degradation and it must last the life of the vest. If part of the vest carrier it must be washable. The EMD/Taser device resistant technology must be proven technology and free from liability due to patent infringement.**

2.14 Armor Plate (required):

2.14.1 Product offered shall be *inclusive of soft trauma armor plates* that offer increased ballistic protection to vital areas. Armor plates shall be of a size and dimension to fit into the armor plate pocket on the vest carrier (minimum size of 5" x 8").
8x10 armor plates, can be made of various materials (i.e. ceramic, titanium, composite, polyurethane, spectra, etc...) but must bring the protection in the area of the plate up to a level 3A NIJ 06 standard. These plates shall be made available for individual purchase.
~~made of level 3 ceramic plate, shall be made available for individual purchase.~~

2.15 Labels:

2.15.1 Each ballistic panel shall have a label that contains the manufacturer's name, threat level, size, model, lot and serial numbers, date of manufacture, strike face (this side away from body), care instructions, certification of compliance, and required warnings on vest limitations.

2.15.2 Each ballistic vest shall contain a concealed label to enable future tracing of the panel by model, serial, and lot number, and date of manufacture.

2.16 Custom Fit:

2.16.1 Each vest shall be custom fitted and made to measurements.

2.16.2 Factory-trained personnel shall perform all measurements.

2.16.3 Measurements shall be made at a time and location at the discretion of Maricopa County. The vendor will be required to come on county property to take measurements. Typically, vests are ordered while deputy cadets are in the academy. The vendor will need to go to the academy, measure the entire class and order their vests to ensure all deputies are issued a vest. When our current vests expire, the vendor will be required to fit and order several hundred vests in a short period of time. The vendor will be required to go to each district during shift changes within twenty-four (48) hours of notification to measure and order the vests for the deputies so that replacement vests can be ordered prior to expiration.

- 2.17 Warranty:
- 2.17.1 Assuming normal use and lack of abuse, field ballistic performance to specified threat level must be warranted for no less than **FIVE YEARS FROM DATE OF ORIGINAL MANUFACTURE.**
 - 2.17.2 Outer carriers shall be guaranteed against defects in workmanship for **TWENTY FOUR MONTHS FROM DATE OF MANUFACTURE.**
 - 2.17.3 Vests shall be guaranteed to fit satisfactorily upon delivery based on initial custom measurements.
 - 2.17.4 Bidder and/or manufacturer shall agree to provide alterations or replacement free, until the wearer is satisfied.
- 2.18 Proof of Stability:
- 2.18.1 Bidders shall have a local representative within the State of Arizona capable of meeting the County's needs. Bidder's representative will be required to fit, refit, deliver and service their products at any location within Maricopa County specified by MCSO or any County agency.
 - 2.18.2 Only manufacturers that have been in business at least three years providing this category of equipment shall be considered for award.
- 2.19 DELIVERY: Delivery is required F.O.B. DESTINATION, freight pre-paid within forty five (45) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery. It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.
- 2.20 SHIPPING DOCUMENTS: A packing list or other suitable shipping document shall accompany each shipment and shall include the following:
- 1) Name and address of the Contractor;
 - 2) Name and address of the County Agency;
 - 3) County purchase order number;
 - 4) County contract number;
 - 5) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.
- 2.21 TESTING: Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Products meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the products may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the products conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the products do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.
- 2.22 SAMPLES: Contractors may be requested to furnish samples of products bid for examination by the County. Any items so requested shall be furnished within ten (10) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.
- 2.23 PRODUCT DISCONTINUANCE: In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued

item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.23.1 Documentation from the manufacturer that the product or model has been discontinued.
- 2.23.2 Documentation that names the replacement product or model.
- 2.23.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.23.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.23.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model. Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.24 USAGE REPORT:

Upon request the Contractor may furnish the County a usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.25 ACCEPTANCE:

Upon delivery and/or successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.26 INVOICES AND PAYMENTS:

2.26.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Total Amount Due

2.26.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.26.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

2.26.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.27 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.28 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.29 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of three (3) years.

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to,

attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of ~~A-~~ B++, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.9 **Commercial General Liability:**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Workers' Compensation:

3.5.10.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than ~~\$100,000~~ **\$1,000,000** for each accident, ~~\$100,000~~ **\$1,000,000** disease for each employee, and ~~\$500,000~~ **\$1,000,000** disease policy limit.

3.5.10.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.11 **Errors and Omissions Insurance:**

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.5.12 Certificates of Insurance.

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.12.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.12.2.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

- 3.5.12.2.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 REQUIREMENTS CONTRACT:

3.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.8.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.8.3 Contractors agree to accept verbal notification of cancellation from the Office of Procurement Services Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.9 ORDERING AUTHORITY.

3.9.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

3.15.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.15.2 **The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based**

on the discretion of the County within two business days, unless previously approved by the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

3.18 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

3.18.1 In accordance with section MCI ~~367~~ **371** of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.18.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.18.3 **If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.**

3.19 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

3.20 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.21 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.22 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.23 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.25 ALTERNATIVE DISPUTE RESOLUTION:

3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.25.1.1 Render a decision;

3.25.1.2 Notify the parties that the exhibits are available for retrieval; and

3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.26.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.25.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the

Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~3.27.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

3.28 CONTRACTOR LICENSE REQUIREMENT:

3.28.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

3.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.29 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

3.29.1 **A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**

3.29.2 **That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.30 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

DIAMONDBACK POLICE SUPPLY CO., 170 S KOLB RD, TUCSON, AZ 85710

COMPANY NAME: DIAMONDBACK POLICE SUPPLY CO., INC.
 DOING BUSINESS AS (DBA) NAME: SAME
 MAILING ADDRESS: 7030 E. BROADWAY BLVD. 170 S. KOLB ROAD
TUCSON, AZ 85710
 REMIT TO ADDRESS: 7030 E. BROADWAY BLVD-170 S. KOLB ROAD
TUCSON, AZ 85710
 TELEPHONE NUMBER: 800-789-2717 (520) 886-8338
 FACSIMILE NUMBER: 520-886-8314
 WEB SITE: WWW.DBACKPOLICE.COM
 REPRESENTATIVE NAME: DOUGLAS MacKINLAY
 REPRESENTATIVE TELEPHONE NUMBER: 800-789-2717
 REPRESENTATIVE E-MAIL: DBACKPOLICE@AOL.COM

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES NO REBATE

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES NO

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) N/A% OF TOTAL BID AMOUNT

5% 30 DAYS NET 31 DAYS

Title	Unit Price	Effective 03/01/15	Qty	UofM	Total Price	Bidder Notes
Male - Ballistic Body Armor	\$558.16	\$613.98	420	each	\$234,427.20	Define Relative Performance Index (RPI): 1967 Define Plate Material/Property: MATRIX OF FLEXIBLE BALLISTIC MATERIAL THE PACA BII BLUE STEEL BALLISTIC VEST WILL BE SUPPLIED WITH (2) CONCEALABLE CARRIERS CONTAINING THORSHIELD AND (2) 5"x8" SOFT TRAUMA INSERTS AS PER SPECIFICATIONS.
Female - Ballistic Body Armor	\$561.58	\$613.98	30	each	\$16,847.40	Define Relative Performance Index (RPI): 1967 Define Plate Material/Property: MATRIX OF FLEXIBLE BALLISTIC MATERIAL THE PACA BII BLUE STEEL BALLISTIC VEST WILL BE SUPPLIED WITH (2) CONCEALABLE CARRIERS CONTAINING THORSHIELD AND (2) 5"x8" SOFT TRAUMA INSERTS AS PER SPECIFICATIONS.

DIAMONDBACK POLICE SUPPLY CO., 170 S KOLB RD, TUCSON, AZ 85710

8 x 10 Armor Plate	\$39.14		450	each	\$17,613.00	Define Relative Performance Index (RPI): NOT APPLICABLE
						Define Plate Material/Property: MATRIX OF FLEXIBLE BALLISTIC MATERIAL
						THE 8"x10" SOFT TRAUMA INSERT CONSISTS OF A MATRIX OF FLEXIBLE BALLISTIC MATERIAL WITH A NOMINAL THICKNESS OF .222 INCHES.
	\$118.53		450	each	\$53,338.50	Define Relative Performance Index (RPI): NOT APPLICABLE
						Define Plate Material/Property: SPECIAL THREATS PLATE IS CONSTRUCTED OF WOVEN ARAMID
						THE 8"x10" SPECIAL THREATS PLATE IS A NIJ STD 0108.01 LEVEL IIIA PLATE CONSTRUCTED OF WOVEN ARAMID AND WEIGHS APPROX. 0.75 LBS.
Replacement Carrier	\$89.89	\$98.88	450	each	\$40,450.50	Define Relative Performance Index (RPI): NOT APPLICABLE
						THE PACA BLUE STEEL CARRIER CONTAINS THORSHIELD WHICH IS A PATENTED EMD/TASER RESISTANT MATERIAL THAT IS FULLY WASHABLE.

Additional Offer Field (per section 4.5)

Catalog	Date	Price Column to be Used	Discount	Price Firm Through
PACA/PBSI PRICE LIST 2011	2011	RETAIL	30%	12/31/2012
PACA/PBSI PRICE LIST 2014	2014	RETAIL	30%	12/31/2015

PRICING SHEET: NIGP CODE 68008

Payment Term: 5% 30 DAYS NET 31 DAYS

Vendor Number: 2011001632 0

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28 November 30, 2015~~
May September 30, 2016.