

SERIAL 16061 RFP BODY ARMOR
Contract - Diamondback Police Supply Co

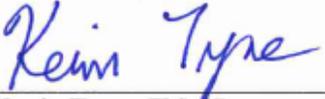
DATE OF LAST REVISION: October 05, 2016 CONTRACT END DATE: September 30, 2019

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2019

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **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 **October 05, 2016**.

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 11085-C from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 16061-RFP

This Contract is entered into this 5th day of October, 2016 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Diamondback Police Supply Co., Inc., an Arizona corporation ("Contractor") for the purchase of Body Armor..

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 5th day of October, 2016 and ending the 30th day of September, 2019.

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of two (2) 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 (60) calendar days prior to the expiration of the original contract term..

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract Annual Anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, 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.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. 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 delivery
- Quantity (number of days or weeks)

- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Total Amount Due

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

3.3.3 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 (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 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.

3.4 **APPLICABLE TAXES:**

3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 **TAX: (SERVICES)**

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.6 **STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):**

3.6.1 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.

3.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.7.1 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

3.8 VOLUNTARY EMPLOYEE DISCOUNTS

3.8.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.8.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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.

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

6.2 **INSURANCE:**

6.2.1 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 B++. 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.

6.2.2 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.

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

6.2.4 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.

6.2.5 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.

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

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, 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.

6.2.8 **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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit.

The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 Certificates of Insurance.

6.2.10.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete 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.

6.2.10.2 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.

6.2.10.3 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.

6.3 FORCE MAJEURE

6.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.3.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.4 REQUIREMENTS CONTRACT:

- 6.4.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is 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 or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 6.4.2 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 for actual and documentable costs incurred by the Contractor in response to 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.
- 6.4.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County 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.

6.5 SUSPENSION OF WORK

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.6 STOP WORK ORDER

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 6.6.1 Cancel the stop-work order; or
- 6.6.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 6.6.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.7 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

6.8 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 6.8.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 6.8.2 Make progress, so as to endanger performance of this contract; or
- 6.8.3 Perform any of the other provisions of this contract.
- 6.8.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.9 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.

6.10 CONTRACTOR LICENSE REQUIREMENT:

- 6.10.1 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.
- 6.10.2 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.

6.11 SUBCONTRACTING:

- 6.11.1 The Contractor may not assign to another Contractor 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.

6.11.2 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 or the County has approved the increase. 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.

6.12 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.

6.13 ADDITIONS/DELETIONS OF SERVICE:

6.13.1 The County reserves the right to add and/or delete materials and services 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 or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.13.2 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.

6.14 VALIDITY:

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

6.15 SEVERABILITY:

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

6.16 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.

6.17 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.18 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.18.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

- 6.18.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 6.18.1.2 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;
 - 6.18.1.3 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
 - 6.18.1.4 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.
- 6.18.2 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.
- 6.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
- 6.19.1 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.
 - 6.19.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.19.1 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.
- 6.20 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:

- 6.20.1 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,
- 6.20.2 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.

6.21 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS.

- 6.21.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;
- 6.21.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.
- 6.21.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

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

- 6.22.1 In accordance with section MCI 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.
- 6.22.2 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.
- 6.22.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

6.23 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to

adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.24 **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.

6.25 **PUBLIC RECORDS:**

Under Arizona law, 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 and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary 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 from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.26 **PRICES:**

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.27 **INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.28 **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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.29 **GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.30 **ORDER OF PRECEDENCE:**

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.31 **INCORPORATION OF DOCUMENTS:**

The following are to be attached to and made part of this Contract:

6.31.1 Exhibit A, Pricing;

6.31.2 Exhibit B, Scope of Work;

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:
Diamondback Police Supply Co., Inc.
Doug MacKinlay
7030 East Broadway Blvd.
Tucson, AZ 85710

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Douglas MacKinlay President

PRINTED NAME AND TITLE

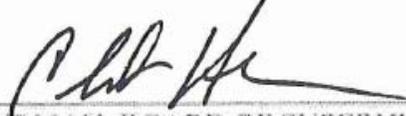
7030 E. Broadway Blvd. Tucson AZ

ADDRESS *85710*

8/17/16

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

OCT 05 2016

DATE

ATTESTED:

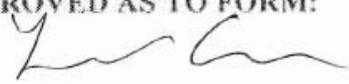


CLERK OF THE BOARD

OCT 05 2016

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

9/29/2016

DATE

EXHIBIT A
PRICING

SERIAL 16061-RFP
 NIGP CODE: 68008
 RESPONDENT'S
 NAME: Diamondback Police Supply Co., Inc
 COUNTY VENDOR NUMBER : _____
 ADDRESS: 7030 E. Broadway Blvd.
Tucson, AZ 85710
 P.O. ADDRESS: SAME
 TELEPHONE NUMBER: 520-886-8338
 FACSIMILE NUMBER: 520-886-8314
 WEB SITE: www.dbackpolice.com
 CONTACT (REPRESENTATIVE): Douglas MacKinlay
 REPRESENTATIVE'S PHONE: 800-789-2717
 REPRESENTATIVE'S E-MAIL ADDRESS: dmac@dbackpolice.com

YES **NO**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT

X

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

[]

X

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

[]

X

PAYMENT TERMS

[X] NET 30 DAYS

1.0 PRICING:

Vest Description (Solicitation Type, MFG, Model, Part Number)

1.1 Concealable Level II Body Armor for Patrol (MALE)	\$569.95
Manufacture: Point Blank Model: Alpha Elite AXII Level II Part Number: Description: Point Blank AXII Level II Ballistic Vest w/(2) Hi-Lite Concealable Carriers & (1) Soft Trauma Insert	
1.2 Concealable Level II Body Armor for Patrol (FEMALE)	\$569.95
Manufacture: Point Blank Model: Alpha Elite AXII Level II Part Number: Description: Point Blank AXII Level II Ballistic Vest w/(2) Hi-Lite Concealable Carriers & (1) Soft Trauma Insert	

1.3 Level II Spike Vests	\$409.95
Manufacture: Point Blank Model: SPIKE 3 Vest Part Number:	
Description: SPIKE 3 Vest, Level 3 Spike Vest w/(1) Standard Concealable Carrier	

General Discount from Point Blank and PACA
Catalog:

51% Discount

General Discount from Paraclete and Point Blank
Tactical Armor & Accessories, Including Plates

48% Discount

EXHIBIT B
SCOPE OF WORK

1.0 INTENT:

The intent of this requirements contract is for the acquisition of body armor to be used by the following Maricopa County Sheriff’s Office (MCSO): Patrol Division and Detention. It is the desire for the County to provide multiple options and/or styles to those individuals requiring the outfitting of body armor. Also requested are blanket discounts for related supplies. Contractor shall be capable of supporting a procurement need of approximately 200-600 vests per year. Contractor may bid on all or part of the required body armor.

MCSO Patrol and Maricopa County Protective Services, as law enforcement agencies, have a need to provide adequate concealable body armor to their personnel. Body armor is acquired for new deputies on a five year replacement cycle. To effectively meet the mission, body armor must be flexible, thin, and lightweight. The armor shall be designed to be worn as an undergarment and it shall be concealable under a standard law enforcement type uniform. The armor shall be designed in such a manner as to prevent the armor from riding up on the wearer and becoming apparent during normal law enforcement duty activities. The armor shall provide adjustments for the chest, waist, and shoulders. The areal density of the armor panels pounds per square foot (psf) should be a consideration and a range of density measurements within the specified levels requested should be provided. Manufacturers providing information are highly encouraged to describe how their body armor models are constructed with the best and most advanced construction materials available to provide a lightweight and flexible solution.

2.0 PRODUCT REQUIREMENTS:

2.1 CONCEALABLE LEVEL II BODY ARMOR for PATROL

2.1.1 The recommended body armor model must be flexible, thin, and lightweight. The areal density of the recommended models available which meet “light weight concealable body armor” of a Level II or greater should be considered. A range of pounds per square feet (psf) is requested of applicable models. Provide documentation of reported areal density (preferably measured by an independent laboratory).

2.1.2 Relative Performance Index

2.1.2.1 It has been determined that the relative strength to weight ratio of a ballistic design is important in determining its comfort and 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:

Threat Level	Relative Bullet Description	Performance Index
II	9mm 124 gr. FMJ	1965

2.1.3 Ballistic Panel Performance:

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

2.1.3.2 The V50 test shall be performed with Level 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). Level 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 \pm 9.1 m/s (1340 ft/s \pm 30 ft/s).

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

2.1.3.3.1 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.

2.1.3.3.2 Vendor shall certify through V-0 shot data against clay backing from an independent laboratory **or DEA testing** or through a vest shoot at the MCSO Range, that the Level 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

2.1.4 General User Coverage:

2.1.4.1 The vest shall provide full wrap.

2.1.4.1.1 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.

2.1.5 Ballistic Panels:

2.1.5.1 The ballistic panel shall be soft, flexible and readily conformable to the body.

2.1.5.2 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.

2.1.6 Ballistic Panel Covers:

2.1.6.1 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.

2.1.7 Ballistic Vest Carrier:

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

2.1.7.2 Carriers will be black in color.

2.1.7.3 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" (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).

2.1.7.4 The ballistic vest carrier may include 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.

2.1.8 Armor Plate (required):

2.1.8.1 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 IIIA** NIJ 06 standard. These plates shall be made available for individual purchase.

2.2 **LEVEL III SPIKE VESTS (DETENTION)**

2.2.1 NIJ STANDARD-0115.00

2.2.1.1 Each vest model should be separately tested and certified to comply with the requirements of the voluntary National Institute of Justice NIJ-STD-0115.00 "Ballistic Resistance of Police Body Armor" (July 2008), as providing protection against high energy threats with a strike energy of 43 J (31.7 ft-lbf).

2.2.2 Like or Equal Standards

2.2.2.1 Offered vest shall meet or exceed the published specifications of the Point Blank Spike 3 vest. Respondents shall provide NIJ 0115.00 testing data along with any comparative data to the referenced spike vest.

2.3 **OVERALL PRODUCT REQUIREMENTS**

2.3.1 NIJ STANDARD-0101.06

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

2.3.2 Fiber and Fabric Properties:

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

2.3.2.2 Each lot's critical fabric properties (weave, warp & fill ends/inch, basis weight, thickness, yarn and fabric tensile properties, 9mm and .357 Mag. (for level II) and 357 Sig and .44 Mag (for level IIIA) V-50 ballistic limits) shall be certified by the fabric manufacturer.

2.3.3 Design Requirements:

2.3.3.1 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.

2.3.3.2 Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.

2.3.3.3 The vest shall be concealable under a uniform shirt (for concealable models).

2.3.4 Ballistic Material:

2.3.4.1 The ballistic materials used to manufacture these vests shall be new, unused and without flaws that affect appearance, durability and function.

2.3.5 Labels:

2.3.5.1 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.

2.3.5.2 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.

2.3.6 Quality Control Program and Policy

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

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

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

2.3.7 Manufacturer Property Checks:

2.3.7.1 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. (for level II) and 357 Sig and .44 Mag (for level IIIA) penetration resistance) of each shipment received prior to its use in the manufacture of ballistic vests.

2.3.8 Product Consistency:

2.3.8.1 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.

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

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

2.3.8.4 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.

2.3.8.5 **ALL VESTS SHALL BE SERIALIZED**, 100% inspected, and traceable.

2.3.8.6 All procedures and quality data shall be available for inspection upon request.

2.3.8.7 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.

2.3.9 Custom Fit:

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

2.3.9.2 Factory-trained personnel shall perform all measurements.

2.3.9.3 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 officers are issued a vest. When our current vests expire, the vendor will be required to fit and order replacement vests in a short period of time. 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.

2.4 **PROOF OF STABILITY:**

2.4.1 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, re-fit, deliver, and service their products at any location within Maricopa County specified by MCSO or any County agency.

2.4.2 Only manufacturers that have been in business at least three years providing this category of equipment shall be considered for award.

2.5 **CONTRACTOR MINIMUM QUALIFICATIONS:**

2.5.1 Respondent 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.

- 2.5.2 Only manufacturers that have been in business at least three years providing this category of equipment shall be considered for award.
- 2.5.3 Any manufacturer's product offered shall have a comprehensive Quality Control Program, which includes a written Q.C. Policy and minimum quality assurance steps.
- 2.5.4 The manufacturer of the product offered shall be Quality Certified by an accredited Quality Registrar to the ISO 9001 standard.
 - 2.5.4.1 All documents and data must be made available for inspection upon request.

3.0 PROCUREMENT REQUIREMENTS:

- 3.1 **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.
- 3.2 **DELIVERY:**

It shall be the Contractor's responsibility to meet the proposed delivery requirements. 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.
- 3.3 **SHIPPING TERMS:**

Bid price(s) and terms shall be F.O.B. Destination PREPAID at Phoenix, Arizona 85003
- 3.4 **WARRANTY:**
 - 3.4.1 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 DELIVERY.**
 - 3.4.2 Outer carriers shall be guaranteed against defects in workmanship for **36 months from the time of delivery to Maricopa County Sheriff's Office.**
 - 3.4.3 Vests shall be guaranteed to fit satisfactorily upon delivery based on initial custom measurements.
 - 3.4.4 Bidder and/or manufacturer shall agree to provide alterations or replacement free until the wearer is satisfied.
- 3.5 **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:

 - 3.5.1 Documentation from the manufacturer that the product or model has been discontinued.
 - 3.5.2 Documentation that names the replacement product or model.
 - 3.5.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.

- 3.5.4 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.
- 3.5.5 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.

DIAMONDBACK POLICE SUPPLY CO, 7030 E BROADWAY BLVD, TUCSON, AZ 85710

PRICING SHEET: NIGP CODE 68008

Terms: NET 30

Vendor Number: VC0000008347

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2019.**