THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Bill To:
State of Idaho
****
Send invoices to the address listed below or as indicated in the comments or instructions field
Boise, ID 83720-0075

State of Idaho

Participating Addendum
Contract Extension

Participating Addendum
PADD1045 - 03

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho
***
Various, ID 83701
Mark.Little@adm.idaho.gov

Date: Fri Jul 01, 2011
F.O.B.: Destination
Terms:

VENDOR: PROTECTIVE APPAREL CORP OF AMERICA
PACA BODY ARMOR
179 Mine Lane
Jacksboro, TN 37757
Attn: Bid Manager
Vendor Nbr:
Emailed To: kwilson@pacabodyarmor.com
Phone: 423-562-1115
Fax: 423-562-1581
eCommerce ID: P00000068156

Start of Service Date Wed Jun 01, 2011
End of Service Date: Sun Jul 31, 2011

Solicitation#: RFQ06989
DOC#: PREQ15429

Buyer: JASON URQUHART 208-332-1608

Item No	Description	Quantity UOM	Unit Price	Extension
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		1000000.00
	Total:			1000000.00

Blanket Comments:

CONTRACT PADD1045-02 EXTENSION

This Contract Extension and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number PADD1045-02, dated JUNE 26, 2010 , ("Contract") for Body Armor, for VARIOUS STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS, between PROTECTIVE APPAREL CORP OF AMERICA, as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows, per Colorado Price Agreement number 68008YYY06P/WSCA:

All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this EXTENSION is JUNE 1, 2011.

This Contract is extended for TWO (2) MONTHS, commencing JUNE 1, 2011 and ending, and expiring JULY 31, 2011. The same terms, conditions and prices prevail for the contract extension period.

The dollar amount listed in the contract extension pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the actual orders, requirements, or tasks given to the Contractor by the State or may be dependent upon the specific terms of the Contract.

SIGNED AND DATED ACCEPTANCE LETTER FROM PROTECTIVE APPAREL CORP OF AMERICA ON FILE AT THE DIVISION OF PURCHASING.

Item No	Description	Quantity UOM	Unit Price	Extension
001	Body Armor, per the Colorado Price Agreement number 68008YYY06P/WSCA. See the attached documents for pricing and delivery information. (680-08) (nt)	1 LOT	$1,000,000.00	$1,000,000.00

General Comments:

……NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

Contract for Body Armor, pursuant to Western States Contracting Alliance (ESCA) and the State of Colorado Agreement Number 68008YYY06P/WSCA, for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis.

Contract Title:……. Body Armor
Contract Usage Type:……..Optional Use
Public Agency Clause: ……Yes
Contract Administration:…. Dick Vogel
---Phone Number:……208-332-1605
---E-Mail:……dick.vogel@adm.idaho.gov

Contractor's Primary Contact
---Attn:……Kim Reynolds

--Address:……179 Mine Lane
---City, State, Zip:……Jacksboro TN 37757
Phone Number:…… 800-722-7667 ext. 517
Facsimile:……. 423-562-1581
E-Mail:…….. kreynolds@pacabodyarmor.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Payment Address
Same as above

Delivery Information:
Please see attached delivery locations

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Statewide Blanket Purchase Order document.
2. The state of Idaho's original solicitation document.
3. The Contractor's signed bid, quotation, or offer.

INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.

Instructions:
Freight / Handling Included in Price

Signed By: JASON URQUHART

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C.L. "Butch" OTTER
Governor
TERESA LUNA
Director
BILL BURNS
Administrator

State of Idaho

Department of Administration
Division of Purchasing

650 West State Street B-15 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208/-327-7320
http://adm.idaho.gov/purchasing

June 22, 2011

Protective Apparel Corp of America
Attn: Patrick Stallings
179 Mine Lane
Jacksboro, TN 37757

VIA FACSIMILE TRANSMISSION
423-562-1581
ORIGINAL MAILED

RE: Extension of Contract PADD1046, a Statewide Contract for Body Armor for various State of Idaho Agencies, Institutions, and Departments

Expired May 31, 2011

The State of Idaho would like to extend the above referenced contract for a period of two (2) months.

The contract extension period is June 1, 2011 through July 31, 2011. The same terms, conditions and prices prevail for the contract extension period, except as expressly modified herein.

If the terms of this extension request letter are acceptable to your company, please sign in the appropriate space below and send back to the Division of Purchasing or you can fax back to this office at 208-327-7320.

Thank you for your consideration in this matter.

Sincerely,

Jason R. Urquhart
Purchasing Officer
Idaho Division of Purchasing

APPROVED: X YES ____ NO

COMPANY: PACA Bod Armor

BY: Roxanne Dionne
(Signature)

ROXANNE DIONNE
(Printed Name)

Date: 6/30/2011

"Serving Idaho citizens through effective services to their governmental agencies"

Client#: 16239 3POINBLA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/04/08

PRODUCER
HRH of CT, LLC
101 Merritt 7 Corporate Park
Norwalk, CT 06851
203-523-0501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
PACA Body Armor
179 Mine Lane
Jacksboro, TN 37754

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Chubb Custom Insurance Co	38989
INSURER B: AXIS Insurance Co.	37273
INSURER C: Arch Specialty Insurance Co	21199
INSURER D: St Paul Fire & Marine Insurance Co I	24767
INSURER E: Wausau Insurance Company	26425

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	79465259	08/03/08	08/03/09	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$Excluded
		X BI/PD Ded:100000				PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		POLICY PRO-JECT LOC					
A		AUTOMOBILE LIABILITY	73542967	08/03/08	08/03/09	COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$1,000,000
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$1,000,000
		X HIRED AUTOS					
		X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY	EAU728087012008	08/03/08	08/03/09	EACH OCCURRENCE	$26,000,000
C		X OCCUR CLAIMS MADE	UXP001734002	08/03/08	08/03/09	AGGREGATE	$26,000,000
D			QY01225492	08/03/08	08/03/09		$
		DEDUCTIBLE					$
		X RETENTION $ 10000					$
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCJZ91448570018	02/16/08	02/16/09	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Colorado State Purchasing are included as Additional Insured with respect to the written contract between the Certificate Holder and Insured.

CERTIFICATE HOLDER

Colorado State Purchasing
633 17th St., Suite 1520
Denver, CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Kenneth S Hicks

 © ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT A

Protective Apparel Corp. of America, dba PACA Body Armor, Inc.

NOTES: 1. "Contract Price" shows price for a quantity of 1 (39% discount from List Price). Other quantity discounts apply as follows…2-25: 40% from List. 26-50: 41% from List. 51-100: 42% from List. 101+: 43% from List.

Threat Level	Product Description	Model # as Certified by NIJ	List Price	Contract Price[1]
Ballistic				
Level II				
	Nova (NVR), Standard (Poly/Cotton), Concealable	NVR2	$882.00	$538.02
	Nova (NVR), Standard (Poly/Cotton), Concealable (female)	NVR2F1	$882.00	$538.02
	Nova (NVR), Self-Ventilating (SVS) Micro-Fiber, Concealable	NVR2	$932.00	$568.52
	Nova (NVR), Self-Ventilating (SVS) Micro-Fiber, Concealable (female)	NVR2F1	$932.00	$568.52
	Performx, Standard (Poly/Cotton), Concealable	PXII-1	$982.00	$599.02
	Performx, Standard (Poly/Cotton), Concealable (female)	PXIIF2	$982.00	$599.02
	Performx, Self-Ventilating (SVS) Micro-Fiber, Concealable	PXII-1	$1,037.00	$632.57
	Performx, Self-Ventilating (SVS) Micro-Fiber, Concealable (female)	PXIIF2	$1,037.00	$632.57
	GK, Standard (Poly/Cotton), Concealable (male/female)	GKII-4	$927.00	$565.47
	GK, Self-Ventilating (SVS) Micro-Fiber, Concealable, (male/female)	GKII-4	$968.00	$590.48
	RTH-D, Standard (Poly/Cotton), Concealable, (male/female)	RTH2+D	$908.00	$553.88
	RTH-D, Self-Ventilating (SVS) Micro-Fiber, Concealable (male/female)	RTH2+D	$949.00	$578.89
	GL, Standard (Poly/Cotton), Concealable	GL02	$857.00	$522.77
	GL, Standard (Poly/Cotton), Concealable (female)	GL02F	$857.00	$522.77
	GL, Self-Ventilating (SVS) Micro-Fiber, Concealable	GL02	$907.00	$553.27
	GL, Self-Ventilating (SVS) Micro-Fiber, Concealable (female)	GL02F	$907.00	$553.27
	ES, Standard (Poly/Cotton), Concealable (male/female)	ESII204	$703.00	$428.83
	ES, Self-Ventilating (SVS) Micro-Fiber, Concealable (male/female)	ESII204	$744.00	$453.84
	ES, Standard (Poly/Cotton), Concealable (male/female)	ESII-T	$703.00	$428.83
	ES, Self-Ventilating (SVS) Micro-Fiber, Concealable (male/female)	ESII-T	$744.00	$453.84

EXHIBIT A

NOTES: 1. "Contract Price" shows price for a quantity of 1 (39% discount from List Price). Other quantity discounts apply as follows…2-25: 40% from List. 26-50: 41% from List. 51-100: 42% from List. 101+: 43% from List.

Threat Level	Product Description	Model # as Certified by NIJ	List Price	Contract Price[1]
Ballistic				
Level IIIA				
	Nova (NVR), Standard (Poly/Cotton), Concealable	NVR3A2	$1,132.00	$690.52
	Nova (NVR), Standard (Poly/Cotton), Concealable (female)	NVR3AF3	$1,132.00	$690.52
	Nova (NVR), Self-Ventilating (SVS) Micro-Fiber, Concealable	NVR3A2	$1,192.00	$727.12
	Nova (NVR), Self-Ventilating (SVS) Micro-Fiber, Concealable (female)	NVR3AF3	$1,192.00	$727.12
	Performx, Standard (Poly/Cotton), Concealable	PXIIIA-1	$1,292.00	$788.12
	Performx, Standard (Poly/Cotton), Concealable (female)	PXIIIAF-1	$1,292.00	$788.12
	Performx, Self-Ventilating (SVS) Micro-Fiber, Concealable	PXIIIA-1	$1,347.00	$821.67
	Performx, Self-Ventilating (SVS) Micro-Fiber, Concealable (female)	PXIIIAF-1	$1,347.00	$821.67
	GK, Standard (Poly/Cotton), Concealable (male/female)	GK3A-4	$1,114.00	$679.54
	GK, Self-Ventilating (SVS) Micro-Fiber, Concealable (male/female)	GK3A-4	$1,155.00	$704.55
	RTH-D, Standard (Poly/Cotton), Concealable (male/female)	RTHD3A	$1,068.00	$651.48
	RTH-D, Self-Ventilating (SVS) Micro-Fiber, Concealable, (male/female)	RTHD3A	$1,109.00	$676.49
	GL, Standard (Poly/Cotton), Concealable	GL3A	$957.00	$583.77
	GL, Standard (Poly/Cotton), Concealable (female)	GL3AF1	$957.00	$583.77
	GL, Self-Ventilating (SVS) Micro-Fiber, Concealable	GL3A	$1,007.00	$614.27
	GL, Self-Ventilating (SVS) Micro-Fiber, Concealable (female)	GL3AF1	$1,007.00	$614.27
	ES, Standard (Poly/Cotton), Concealable (male/female)	ES3A590	$849.00	$517.89
	ES, Self-Ventilating (SVS) Micro-Fiber, Concealable (male/female)	ES3A590	$890.00	$542.90
	RTH-D, NATO, Side Opening, Tactical (male/female)	RTHD3A	$1,268.00	$773.48
	ES, NATO, Side Opening, Tactical (male/female)	ES3A590	$1,066.00	$650.26
	RTH-D, SVIII, Side Opening, Tactical (male/female)	RTHD3A	$1,824.00	$1,112.64
	NVR3A2, SVIII, Side Opening, Tactical	NVR3A2	$2,065.00	$1,259.65

EXHIBIT A

NOTES: 1. "Contract Price" shows price for a quantity of 1 (39% discount from List Price). Other quantity discounts apply as follows…2-25: 40% from List. 26-50: 41% from List. 51-100: 42% from List. 101+: 43% from List.

Threat Level	Product Description	Model # as Certified by NIJ	List Price	Contract Price[1]
	NVR3AF3, SVIII, Side Opening, Tactical (female)	NVR3AF3	$2,065.00	$1,259.65
	ES, SVIII, Side Opening, Tactical (male/female)	ES3A590	$1,313.00	$800.93
	PX, SVIII, Side Opening, Tactical	PXIIIA-1	$2,525.00	$1,540.25
	PX, SVIII, Side Opening, Tactical (female)	PXIIIAF-1	$2,525.00	$1,540.25
	GL, SVIII, Side Opening, Tactical	GL3A	$1,440.00	$878.40
	GL, SVIII, Side Opening, Tactical (female)	GL3AF1	$1,440.00	$878.40
	RTH-D, Ranger, Side Opening, Tactical (male/female)	RTHD3A	$1,271.00	$775.31
	NVR3A2, Ranger, Side Opening, Tactical	NVR3A2	$1,400.00	$854.00
	NVR3AF3, Ranger, Side Opening, Tactical (female)	NVR3AF3	$1,400.00	$854.00
	ES, Ranger, Side Opening, Tactical (male/female)	ES3A590	$1,071.00	$653.31
	PX, Ranger, Side Opening, Tactical	PXIIIA-1	$1,650.00	$1,006.50
	PX, Ranger, Side Opening, Tactical (female)	PXIIIAF-1	$1,650.00	$1,006.50
	GL, Ranger, Side Opening, Tactical	GL3A	$1,125.00	$686.25
	GL, Ranger, Side Opening, Tactical (female)	GL3AF1	$1,125.00	$686.25
	G3ACO, VG2, Center Opening, Tactical (male/female)	G3ACO	$2,240.00	$1,366.40
	PXIIIACO, VG2, Center Opening, Tactical (male/female)	PXIIIACO	$2,575.00	$1,570.75
Stab				
Spike 1				
	KPS1, Spike 1, Standard, Soft Touch, Concealable (male/female)	KPS1	$707.00	$431.27
	KPS1, Spike 1, SVS, Soft Touch, Concealable (male/female)	KPS1	$747.00	$455.67
Spike 2				
	KPS2, Spike 2, Standard, Soft Touch, Concealable (male/female)	KPS2	$822.00	$501.42
	KPS2, Spike 2, SVS, Soft Touch, Concealable (male/female)	KPS2	$862.00	$525.82
Spike 3				

EXHIBIT A

NOTES: 1. "Contract Price" shows price for a quantity of 1 (39% discount from List Price). Other quantity discounts apply as follows…2-25: 40% from List. 26-50: 41% from List. 51-100: 42% from List. 101+: 43% from List.

Threat Level	Product Description	Model # as Certified by NIJ	List Price	Contract Price[1]
	KPS3-3, Spike 3, Standard, Soft Touch, Concealable (male/female)	KPS3-3	$1,523.00	$929.03
	KPS3-3, Spike 3, SVS, Soft Touch, Concealable (male/female)	KPS3-3	$1,594.00	$972.34
Spike 3 / Edge 3				
	TG-1-HC, Spike 3/Edge 3, Thrust Guard, High Coverage, Tactical (male/female)	TG-1	$835.00	$509.35
	TG-1-MC, Spike 3/Edge 3, Thrust Guard, Maximum Coverage, Tactical (male/female)	TG-1	$940.00	$573.40
K-9				
	K9SOFT2, K-9 Vest, Spike	KPS2	$950.00	$579.50
	K9RTH2+D, K-9 Vest, Ballistic	RTH2+D	$1,000.00	$610.00
	K9GL02, K-9 Vest, Ballistic	GLO2	$1,000.00	$610.00
	K9GL3A, K-9 Vest, Ballistic	GL3A	$1,125.00	$686.25
	K9RTHD3A, K-9 Vest, Ballistic	RTHD3A	$1,150.00	$701.50

EXHIBIT B

BODY ARMOR SPECIFICATIONS & REQUIREMENTS

State of Colorado Price Agreement Number 68008YYY06P/WSCA
Protective Apparel Corporation of America, dba PACA Body Armor, Inc.

These specifications and requirements are incorporated into the Western States Contracting Alliance (WSCA) Master Price Agreement ("Agreement"), issued by the State of Colorado to the Vendor named in the attached Agreement for the purchase of new bullet-resistant and stab-resistant body armor on an as-needed basis by State of Colorado agencies, Institutions of Higher Education, and Political Subdivisions, and by other Purchasing Entities, as defined in the Agreement.

All Bullet-Resistant Body Armor shall have been tested by the National Institute of Justice (NIJ) National Law Enforcement and Corrections Technology Center (NLECTC) and found to comply with the NIJ 2005 Interim Requirements for Bullet-Resistant Body Armor. The Ballistic Body Armor shall appear on the list of compliant armor that is published by NIJ, titled "Models that Comply with the NIJ 2005 Interim Requirements for Bullet-Resistant Body Armor", at the same Threat Level the Vendor (manufacturer) represents it.

All Stab-Resistant Body Armor shall have been tested by the National Institute of Justice (NIJ) National Law Enforcement and Corrections Technology Center (NLECTC) and found to comply with the NIJ Standard-0115.00, Stab Resistance of Personal Body Armor. The Stab-Resistant Body Armor shall appear on the list of compliant armor that is published by NIJ, titled "Models that Comply with the NIJ Standard-0115.00, Stab Resistance of Personal Body Armor", at the same Threat Level the Vendor (manufacturer) represents it.

Any body armor that is subsequently removed, during the term of this Price Agreement, from the NIJ lists of compliant armor referenced above shall be immediately removed from this Price Agreement. Vendor and its Distributors shall not sell or deliver any body armor that has been removed from the NIJ compliant lists referenced above.

QUALITY AND QUALITY CONTROL

Each unit of armor (vest) shall be new, not used, and shall be constructed identically to the original model tested and certified by NLECTC to comply with the NIJ standards referenced above. All materials shall be the same as reported to the NIJ in the "lists of materials of construction of each component of model". Workmanship shall be of first quality. No defect that might affect the performance, wearability, or durability of the vest will be accepted.

The Vendor, which is also the manufacturer of the body armor, shall be certified in compliance with the ISO 9001:2000 quality standard by a quality registrar that is a member of the IAF Multilateral Recognition Arrangement or such certification shall be pending or in-process. In the

latter case, the Vendor shall submit the certification to the State upon receipt. The scope of the certification must include the Design and Manufacturing of technologically advanced personal safety equipment including concealable and tactical bullet resistant body armor, custom body armor, composite armor, explosive ordinance protection, ballistic face and head protection, ballistic shields, other police and military apparel, and narcotic identification systems.

DESIGN SPECIFICATIONS

The body armor purchased under this Price Agreement is intended to save and protect lives, ensuring the safety and well-being of law enforcement personnel. The armor shall provide the maximum practical protective coverage for male and female law enforcement personnel for everyday wear.

Armor shall provide full torso coverage – front, back, and sides. Front panel shall overlap the back panel by at least 1 inch, to prevent a round from "skipping" between the two panels.

All closure, fastening, or accessory attachment devices shall be made of materials, such as metal, that do not present a "secondary projectile" or "ricochet" hazard if struck by a bullet. All such devices shall be of a color similar to the carrier.

Carriers shall have coloring that is permanent and does not "bleed" onto other garments.

Each body armor unit will include two carriers.

The trauma plate pocket shall be permanently secured to the carrier on both sides and on the bottom.

Body armor shall not contain PBO or Zylon® fiber.

LABELING

Body armor shall be labeled in strict accordance with all requirements of the current National Institute of Justice (NIJ) Standards for bullet-resistant or stab-resistant body armor, as applicable.

Label shall clearly identify the exact manufacturer, model and, if appropriate, style specified in the Price Agreement. The manufacturer may, at its option, include in addition a catalog number for Distributor convenience, provided that such number is properly identified and totally separate from the required model/style designation line.

The term "Strike Face" shall be prominently printed on the ballistic panels to assist officers for replacement of the panels into their carriers. The labels shall clearly state "Property of the Issuing Agency" in the same typeface as the entire label requirements.

Label material shall withstand normal wear and cleaning and remain readable throughout the entire warranted life of the armor or carrier.

MEASUREMENTS AND FITTING

Body armor is to be professionally custom fitted to the individual wearer by the awarded manufacturer (the Vendor), their representatives, or their Distributors. Personnel certified by the Vendor and verified by authorized body armor instructors shall conduct professional fitting. Law enforcement personnel shall be fitted standing and sitting while wearing their duty uniform and equipment belt. Each individual officer fitting shall be taken using a measuring tape.

A body armor sample may be used as to assist the fitting, however not for final fitting measurements. All sizing and fittings shall be done at no expense to the State. Body armor improperly fitted to an individual wearer shall be replaced or adjusted within thirty-days (30) by the Vendor or their Distributor at no expense to the State.

Any product that has been altered two (2) times and still does not fit properly shall be replaced by the Vendor or their Distributor at their expense.

Measurements and fitting will occur at the Purchasing Entity's site. Measurement and fitting may also occur, by mutual agreement between the Purchasing Entity and the Vendor or Distributor, at any alternate site such as at the Distributor's location.

All measurements must be made according to industry standards and must take into account all clearances of panels and duty belts. Sizes are to be per industry standards and female standards shall also include bust size. Ordering agency personnel shall specify the minimum requirements of clearances or reference published standards. Front panel shall overlap the back panel by at least 1 inch, to prevent a round from "skipping" between the two panels.

Armor shall be designed and fit to provide adjustment for the chest, waist, and shoulders with the minimum relief under arms, neck, and shoulder necessary to prevent chafing of the wearer.

INSTRUCTION

The Vendor and its designated Distributors shall provide instruction or presentations to requesting law enforcement agencies regarding the care, usage, and limitations of bullet- and stab-resistant armor. A short briefing to academy classes regarding proper fit, care, and maintenance during fitting and measurement visits is required.

SAMPLES

The Vendor or its Distributors shall provide samples of products to Purchasing Entities at the request of the Purchasing Entity.

DISTRIBUTORS

The Vendor shall name at least one Distributor for each Participating State under this Agreement. The list of Distributors to be used by the Participating States is attached to the Price Agreement as **Exhibit E**, Distributors by State.

The Vendor may not change Distributors without giving a minimum of sixty (60) days' notice to the affected Participating State(s) and to the State of Colorado's contact person listed herein. The Vendor and the new Distributor shall execute a Manufacturer/Distributor Assignment for Company form (Exhibit G) prior to the Distributor performing under this Price Agreement.

Distributors will be the Purchasing Entities' local point of contact regarding measurement, fitting, and ordering (including placing orders, fulfilling orders, and coordinating returns).

ORDERING

Purchasing Entities will place orders under this Price Agreement with Distributors, using whichever purchase and payment vehicles the Entity is authorized to use. The Vendor and its Distributors shall accept a procurement card, or any similar payment vehicle used by Purchasing Entities, as an accepted method of purchase and payment against this Price Agreement.

PRICING

Pricing, shown on **Exhibit A**, Price List, shall remain firm for the first 12 months (Initial Term) of the Price Agreement and no change in the Manufacturers Price List will be accepted during that time. Thereafter, only one increase will be allowed in any 12-month period (during the option years). Any such price increase request shall be made in writing 30 days prior to the anticipated increase. Increases shall become effective upon approval by the State. Documentation that demonstrates the cause of any increase shall be supplied with the manufacturer's request and will verify that the requested price increase is general in scope and not applicable just to this multi-state Price Agreement. Orders placed prior to the effective date of any price adjustment will be honored at the old Price Agreement price.

Prices shown on **Exhibit A** are inclusive of all costs including shipping, measuring, fitting, instruction, and fulfillment of all other requirements of this Price Agreement. The price of each body armor unit includes two carriers.

Discounts for quantity purchases, where available, are listed on **Exhibit A**, Price List. Individual Purchasing Entities may still negotiate special pricing or additional discounts with higher volumes.

Price reductions offered to any Colorado state agency or political subdivision, attributable to other than volume discounts or "spot" promotional discounts, will be made available to the State and all other Colorado political subdivisions via this Price Agreement. Participating States may include this provision in their Participating Addenda at their option.

No specific volume of purchases against this Agreement is guaranteed by the State or by any other Purchasing Entity.

DELIVERY

All deliveries shall be F.O.B. Destination, with all transportation and handling charges paid by the Vendor. Responsibility and liability for loss or damage shall remain with the Vendor until final inspection and acceptance, at which point responsibility shall pass to the Purchasing Entity except as to latent defects, fraud, and Vendor's warranty obligations.

Vendor and/or Distributor shall comply with delivery policies and instructions issued by the Purchasing Entity. Any changes or clarifications must be negotiated with and agreed to by the Purchasing Entity.

Vendor and/or its Distributor shall disclose the expected date of delivery to the ordering Purchasing Entity at time an order is placed. Upon failure of the Vendor to meet the expected delivery date for an order, the Purchasing Entity may utilize any policies or procedures it chooses in seeking to remedy the failure to deliver on time, in addition to any remedies available to it at law or regulation. Repeated failures by the Vendor and/or its Distributor to meet expected delivery dates in performance of this Price Agreement may result in termination of the Agreement by the State for cause, as provided in this Agreement.

Vendor or its Distributor is required to notify the ordering agency as soon as they become aware of any problems / delays regarding the delivery of body armor.

RECYCLING / DISPOSAL

The Vendor shall establish a recycling / disposal program for used body armor. The Vendor shall provide information about that program to the State and to all Purchasing Entities that participate in this Price Agreement.

EXHIBIT E

Distributors for Body Armor, State-by-State
Protective Apparel Corporation of America, dba PACA Body Armor, Inc
Manufacturer Information

Protective Apparel Corp. of America, dba PACA Body Armor, Inc
179 Mine Lane
Jacksboro, TN 37757
COMPANY WEBSITE: www.pacabodyarmor.com
DIRECT MANUFACTURER CONTACT: Regina Bunch
PHONE: (local) 423-562-1115 / (toll-free) 800-722-7667
E-MAIL: rbunch@pacabodyarmor.com
MANUFACTURER FEIN: 222059051

CONTACT THE DISTRIBUTORS BELOW FOR MEASURING/FITTING AND TO PLACE ORDERS.

ARIZONA

Diamond Back Police Supply
170 Kolb Road
Tucson, AZ 85710
CONTACT PERSON: Doug MacKinlay
E-MAIL: dbackpolice@aol.com
PHONE: (local) 520-886-8338
DISTRIBUTOR WEBSITE: N/A
DISTRIBUTOR FEIN: 860898180

Blue Star Police Supply
6485 E. Hampden Avenue
Denver, CO 80222
CONTACT PERSON: Steve Crain
E-MAIL: bluestarpolicesupply@msn.com
PHONE: (local) 303-759-0623
DISTRIBUTOR WEBSITE: www.bluestarpolicesupply.com
DISTRIBUTOR FEIN: 721546108

MB Police Equipment
2715 S. Prairie Avenue
Pueblo, CO 81005
CONTACT PERSON: Michael Blackford
E-MAIL: mbpoliceequip@yahoo.com
PHONE: (local) 719-564-2918
DISTRIBUTOR WEBSITE: www.mbpoliceequip.com
DISTRIBUTOR FEIN: 861118469

COLORADO

Blue Star Police Supply
6485 E. Hampden Avenue
Denver, CO 80222
CONTACT PERSON: Steve Crain
E-MAIL: bluestarpolicesupply@msn.com
PHONE: (local) 303-759-0623
DISTRIBUTOR WEBSITE: www.bluestarpolicesupply.com
DISTRIBUTOR FEIN: 721546108

MB Police Equipment
2715 S. Prairie Avenue
Pueblo, CO 81005
CONTACT PERSON: Michael Blackford
E-MAIL: mbpoliceequip@yahoo.com
PHONE: (local) 719-564-2918
DISTRIBUTOR WEBSITE: www.mbpoliceequip.com
DISTRIBUTOR FEIN: 861118469

EXHIBIT E

HAWAII
(Contact the manufacturer directly - listed at top)
IOWA
Fesler's, Inc.
P.O. Box 109, Hwy 965 North
North Liberty, IA 52317
CONTACT PERSON: Chris Fesler
E-MAIL: sales @feslers.com
PHONE: (toll-free) 800-383-5483
DISTRIBUTOR WEBSITE: www.feslers.com
DISTRIBUTOR FEIN: 421130229
MASSACHUSETTS
Doughboy Police Supply
428 American Legion Hwy
Revere, MA 02151
CONTACT PERSON: Paul Simonini
E-MAIL: doughboyrevere@verizon.net
PHONE: (local) 781-289-3300
DISTRIBUTOR WEBSITE: www.doughboypoliceandfire.com
DISTRIBUTOR FEIN: 043433164
Guardian Uniform & Supply
46 Robbins Road
Springfield, MA 01104
CONTACT PERSON: Scott Richard
E-MAIL: contact@guardianuniform.com
PHONE: (local) 413-858-8880
DISTRIBUTOR WEBSITE: www.guardianuniform.com
DISTRIBUTOR FEIN: 202866882
Triple Nickel Tactical Supply
1004 River Road
Windham, ME 04062
CONTACT PERSON: Mark Tucker
E-MAIL: mtucker@triplenickel.net
PHONE: (local) 207-893-0555 / (toll-free) 877-538-7492
DISTRIBUTOR WEBSITE: www.triplenickel.net
DISTRIBUTOR FEIN: 010516178

EXHIBIT E

MINNESOTA
Peart & Associates, Inc.
500 Industrial Drive, SW
Willmar, MN 56201
CONTACT PERSON: James Butterfield
E-MAIL: peartassociates@hotmail.com
PHONE: (local) 320-235-1137 / (toll-free) 800-290-1137
DISTRIBUTOR WEBSITE: www.peartassociates.com
DISTRIBUTOR FEIN: 411805476
Uniforms Unlimited
935 N. Dale Street
St. Paul, MN 55101
CONTACT PERSON: Kelly Pelzer
E-MAIL: kelly@uuniforms.com
PHONE: (local) 651-224-7567
DISTRIBUTOR WEBSITE: www.uuniforms.com
DISTRIBUTOR FEIN: 410967576
NEW MEXICO
BMC Tactical
2617 Coors Boulevard, SW
Albuquerque, NM 87121
CONTACT PERSON: David Dawson
E-MAIL: bmctactical@hotmail.com
PHONE: (local) 505-877-5357
DISTRIBUTOR WEBSITE: N/A
DISTRIBUTOR FEIN: 850232658
OREGON
Northwest Uniforms, Inc.
2244 E. Burnside Street
Portland, OR 97214
CONTACT PERSON: Mirna Holguin
E-MAIL: nwuniforms@peoplepc.com
PHONE: (local) 503-234-6627
DISTRIBUTOR WEBSITE: www.nwuniforms.com
DISTRIBUTOR FEIN: 931159460

EXHIBIT E

SOUTH DAKOTA
Velvet Uniforms, Inc.
2810 W. 3rd Street
Sioux Falls, SD 57104
CONTACT PERSON: Larry Schmidt
E-MAIL: velvetuniforms@qwest.net
PHONE: (local) 605-332-1150
DISTRIBUTOR WEBSITE: N/A
DISTRIBUTOR FEIN: 460434629
WASHINGTON
Cool Guy Gear, LLC
1911 SW Campus Drive
Federal Way, WA 98023
CONTACT PERSON: Dan Fenton
E-MAIL: dan@coolguygear.com
PHONE: (local) 253-232-5581
DISTRIBUTOR WEBSITE: www.coolguygear.com
DISTRIBUTOR FEIN: 208396097

BODY ARMOR
THE ROUND STOPS HERE™

PACA Body Armor

179 Mine Lane
Jacksboro, TN 37757
Phone: 423-562-1115
Toll Free: 800-722-7667
Fax: 423-562-1581

RECYCLE PROGRAM

PROTECTIVE APPAREL CORPORATION OF AMERICA

PACA has established relationships with companies to properly dispose of used body armor components. We feel strongly that all items be offered for recycling, from our own corrugated materials, to ballistic fabrics, finding opportunities to reduce the stress placed on our environment by demands of society is of increasing concern. Upon notification, the customer service representative for the State will arrange for pick up of armor that needs disposal, at no expense to the State. Upon receipt of items to be destroyed, they are segregated and stored temporarily. Then, they will be scheduled into the cutting process to render the ballistics and outer shells ineffective. The resulting scrap is cleaned of any debris and stored until such time that the recycling facility can arrange pick up.

State of Colorado Department of Personnel & Administration

State of Colorado Price Agreement Number 68008YYY06P/WSCA

STATE OF COLORADO MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT, dated this 10th day of June, 2008, by and between the State of Colorado, for the use and benefit of the Department of Personnel & Administration, located at 633 17th Street, Suite 1520, Denver, Colorado 80202 (the "**State**"), and Protective Apparel Corporation of America, dba PACA Body Armor, Inc., located at 179 Mine Lane, Jacksboro, Tennessee 37757 ("**Vendor**" or "**Manufacturer**"), collectively, the "**Parties**".

This Master Price Agreement ("Price Agreement") is issued by the State of Colorado to the Vendor named above for the purchase of new bullet-resistant and stab-resistant body armor on an as-needed basis by State of Colorado agencies, Institutions of Higher Education, and Political Subdivisions and by other Purchasing Entities, as defined below. This Price Agreement is a cooperative procurement conducted on behalf of the Western States Contracting Alliance (WSCA). Colorado is the Lead State, as defined below, for this Price Agreement.

1. Definitions

The following terms as used in this Price Agreement shall be construed and interpreted as follows, unless the context otherwise expressly requires a different construction and interpretation:

1.1 "**Distributor**" means a company that has a contractual relationship with the Vendor to market and sell the Vendor's products to Purchasing Entities. To be considered a Distributor under this Master Price Agreement, a company must have been named by the Vendor as a Distributor for a specific state(s) and have executed a Manufacturer/Distributor Assignment for Company form (**Exhibit G**) with the Vendor. The list of the Vendor's Distributors under this Agreement is attached as **Exhibit E**, Distributors by State.

1.2 "**Lead State**" means the State that conducted this cooperative Solicitation and that will centrally administer this resulting Price Agreement. Colorado is the Lead State for this Price Agreement.

1.3 "**Offer**" or "**Bid**" means the offer submitted by the Vendor in response to State of Colorado Competitive Negotiation for Body Armor, Solicitation Number CN-BODYARMOR-SM-01-08. "**Offeror**" or "**Bidder**" similarly means the Vendor that submitted the Offer or Bid.

1.4 "**Participating Addendum**" means a bilateral agreement executed by the Vendor and a Participating State, or a Political Subdivision with the consent of its State Purchasing Official, that clarifies the operation of the Price Agreement for the State concerned (such as ordering procedures specific to that state) and may add other state-specific requirements.

1.5 "**Participating State**" means a member of the Western States Contracting Alliance (WSCA) that has indicated its intent to participate in this Price Agreement by executing a Participating Addendum or by using any other method provided by WSCA procedures, or any non-member state authorized by WSCA to be a party to this Price Agreement through execution of a Participating Addendum.

1.6 "**Permissive Price Agreement**" means a Price Agreement wherein a Purchasing Entity may make purchases against the Price Agreement without using the formal purchasing procedures that would

normally be required for such a purchase by that Entity's statutes or regulations (for example, a formal solicitation for competitive bids). Additionally, under a Permissive Price Agreement a Purchasing Entity may satisfy its requirements without using the Price Agreement, so long as the Entity follows applicable procurement statutes and regulations.

1.7 **"Political Subdivision"** means a county, city, school district, law enforcement authority, special district, or any other kind of municipal, quasi-municipal, or public corporation organized pursuant to law.

1.8 **"Price Agreement"**, **"Agreement"**, **"Master Price Agreement"**, or **"Contract"** means this cooperative agreement for purchase of bullet-resistant and stab-resistant body armor on an as-needed basis, which has resulted from award of the Solicitation conducted on behalf of the Western States Contracting Alliance (WSCA). This Agreement is between the Lead State and the awarded Vendor. The Solicitation has resulted in awards to multiple vendors and, therefore, multiple Price Agreements. Depending on context, "Contract" may also refer to purchase orders, other commitment documents, or other types of agreements referred to in this Price Agreement.

1.9 **"Principal Representative"** or **"WSCA Contract Administrator"** means the individual in the State of Colorado State Purchasing Office who has been designated in the "Representatives" section in this Price Agreement, below.

1.10 **"Purchasing Entity"** means a Participating State or another legal entity, such as a Political Subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in the Solicitation. Unless otherwise limited in the Solicitation, in this Agreement, or in a Participating Addendum, Political Subdivisions of Participating States are Purchasing Entities authorized to purchase the goods and/or services described in this Agreement.

1.11 **"Solicitation"** means State of Colorado Competitive Negotiation for Body Armor, Solicitation Number CN-BODYARMOR-SM-01-08.

1.12 **"WSCA"** means the Western States Contracting Alliance, which is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Note that obligations under this Agreement are limited to those Participating States who have signed (and not revoked) an Intent to Participate or who have executed a Participating Addendum where contemplated by the Solicitation.

BASIC MASTER PRICE AGREEMENT TERMS

2. General

2.1 This Price Agreement is issued by the State of Colorado to the Vendor named above for the purchase of new bullet-resistant and stab-resistant body armor on an as-needed basis by State of Colorado agencies, Institutions of Higher Education, and Political Subdivisions and by other Purchasing Entities. This Price Agreement is a cooperative procurement conducted on behalf of the Western States Contracting Alliance (WSCA). Colorado is the Lead State for this Price Agreement.

2.2 The Vendor shall provide the goods described in **Exhibit A,** Price List, in compliance with the "Body Armor Specifications and Requirements" described in **Exhibit B**.

2.3 No specific volume of purchases against this Agreement is guaranteed by the State or by any other Purchasing Entity.

2.4 The Vendor is the manufacturer of the goods to be purchased under this Price Agreement.

3. Nature of Agreement; Roles of Participants

3.1 This Master Price Agreement is the primary agreement relating to the WSCA cooperative procurement for body armor. The State of Colorado issued and awarded the solicitation, and is the Lead State for the Agreement; therefore, it is the signatory on this Agreement. Although this is the Master Agreement covering purchases between the Parties, some of the terms herein are specific to purchases made by State of Colorado agencies only. Those Colorado-specific terms should be apparent by their context.

3.2 Purchasing Entities will indicate their intent to participate in this Price Agreement by executing a Participating Addendum with the Vendor or by using any other method provided by WSCA procedures. The Participating Addendum clarifies the operation of the Price Agreement for the State concerned (such as ordering procedures specific to that Purchasing Entity) and may add other state-specific requirements. A sample Participating Addendum is attached to this Master Price Agreement as **Exhibit F**.

3.3 The terms and conditions contained in any Participating Addendum shall apply to the purchases of the Purchasing Entity that executed the Participating Addendum. Such terms and conditions shall take precedence over this Price Agreement as they relate to those purchases. No terms or conditions of any Participating Addendum shall take precedence over the terms and conditions of any other Participating Addendum or over this Price Agreement except as they relate to those purchases.

3.4 Purchasing Entities in the Participating States will issue orders with Distributors, using whichever purchase and payment instruments the Entity is authorized to use. The ordering entity will be responsible to conduct its own order expediting and follow-up, and is responsible for payment.

3.5 Issues relating to Compliance with Applicable Law and Venue are addressed in the sections below with those titles.

4. Performance Standard

Vendor warrants that (a) goods or services provided under this Price Agreement shall meet the description in **Exhibit A**, Price List, and **Exhibit B**, Body Armor Specifications and Requirements, (b) there are no pending or threatened suits, claims, or actions of any type with respect to the goods or services provided and (c) the goods or services shall be free and clear of any liens, encumbrances, or claims arising by or through Vendor or any party related to Vendor.

5. Term of Price Agreement

The initial term of this Price Agreement shall be effective upon final execution by the Parties (the "Effective Date") and extend through May 31, 2009. The Price Agreement may be extended beyond the initial term for two (2) optional renewal terms of up to one year each, upon mutual agreement of the Parties. Such extensions will be made through execution by the Parties of a written amendment to this Price Agreement.

6. Pricing

Pricing shall remain firm for the first 12 months (Initial Term) of the Price Agreement and no change in the Vendor's Price List (**Exhibit A**) will be accepted during that time. Thereafter, only one increase will be allowed in any 12-month period (during the option years). Any such price increase request shall be made to the State's Principal Representative named herein in writing 30 days prior to the anticipated increase. Increases shall become effective upon approval by the State. Documentation that demonstrates the cause of any increase shall be supplied with the Vendor's request and will verify that the requested price increase is general in scope and not applicable just to this multi-state Price Agreement. Orders placed prior to the effective date of any price adjustment will be honored at the old Price Agreement price.

No volume of purchases against this Agreement is guaranteed by the State.

7. New NIJ Body Armor Standards

7.1 The National Institute of Justice (NIJ) is currently developing revised standards for bullet-resistant body armor, to replace the 2005 Interim Requirements for Bullet-Resistant Body Armor. At such time as NIJ publishes a list of armor that complies with the new standards, the State reserves the right to add products, at its option, to this Price Agreement. The addition of such products would be accomplished through price negotiation with the Vendor.

7.2 At some point during the term of this Agreement, the State may conclude that the NIJ-published list of compliant armor under the new standards has become extensive enough that issuance of a new solicitation would be advantageous for the State and for WSCA, the State may choose to exercise its termination rights under the Termination for Convenience section below, and issue a new solicitation.

8. Permissive Price Agreement

This is a Permissive Price Agreement, in Colorado, throughout the initial term of the Agreement (through May 31, 2009). The State may continue this as a Permissive Price Agreement or, at its option, change it to a Mandatory Price Agreement for the first and/or second option years of the Agreement. Other Participating States may individually deem this as a Permissive or a Mandatory Price Agreement, at their option.

9. WSCA Terms and Conditions

The Western States Contracting Alliance's (WSCA's) Standard Contract Terms and Conditions are attached to this Price Agreement as **Exhibit C**, and incorporated herein by reference. Those WSCA Terms and Conditions (**Exhibit C**) are subject to the Order of Precedence clause, below.

10. Order of Precedence

The provisions of this Price Agreement shall govern the relationship of the State and Vendor. In the event of conflicts or inconsistencies between this Price Agreement and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

(a) This Price Agreement, pages 1 to 16.

(b) Exhibit B, Body Armor Specifications and Requirements

(c) Exhibit C, Western States Contracting Alliance (WSCA) Standard Contract Terms and Conditions

(d) Exhibit F, Sample Participating Addendum

(e) Exhibit A, Price List

(f) Exhibit E, Distributors by State

(g) Exhibit G, Manufacturer/Distributor Assignment for Company

(h) Exhibit D, State of Colorado Price Agreement Quarterly Volume Report

The precedence of Participating Addenda or purchase and payment instruments that may be issued or executed in relation to this Master Price Agreement is addressed in the Section above titled "Nature of Agreement; Roles of Participants".

PROCEDURES FOR AND OBLIGATIONS OF CONTRACT PERFORMANCE

11. Billing/Payment Procedure

11.1. The State shall establish billing procedures and pay Vendor or its Distributor the Agreement price for Goods delivered, inspected, and accepted pursuant to all the terms and conditions of this Price Agreement. Vendor or its Distributor shall submit invoices for payment on forms and provide requested documentation in a manner prescribed or approved by the State. Payments made by the

State to the Vendor or its Distributor in error for any reason including, but not limited to, overpayments or improper payments may, at the State's sole discretion, be recovered from Vendor or its Distributor by deduction from subsequent payments for purchases made by the State under this Price Agreement or other contracts or grants between the State and the Vendor or its Distributor or by other appropriate methods.

11.2 The Vendor or its Distributor shall accept the State's Procurement Card, or any similar payment instrument, as an accepted method of purchase and payment against this Price Agreement.

11.3. The State shall make payment in full with respect to each invoice within forty-five (45) days of receipt thereof; provided that the amount invoiced represents Goods and/or Services which have been accepted by the State and the form of the invoice is acceptable to the State. Uncontested amounts not paid by the State within forty-five (45) days shall bear interest on the unpaid balance beginning with the forty-sixth (46th) day at a rate of one percent (1%) per month until paid in full; provided, however, that no interest shall accrue with respect to unpaid amounts for which the State has delivered to Vendor or its Distributor notice of a good faith dispute. Vendor or its Distributor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days' interest to be paid and the applicable interest rate.

12. Inspection and Acceptance

The State reserves the right to inspect Goods provided under this Price Agreement at all reasonable times and places during the term of this Agreement. If any of the Goods does not conform to Price Agreement requirements, the State will require Vendor, directly or through its Distributor, to promptly provide the Goods again in conformity with Agreement requirements, at no additional cost to the State.

This remedy shall in no way limit the remedies available to the State in other provisions of this Price Agreement or remedies otherwise available in equity or at law, including the Uniform Commercial Code ("UCC"), all of which may be exercised by the State, at its option, in lieu of or in conjunction with the preceding measures. Furthermore, the reduction, delay or denial of payment under this provision shall not constitute a breach of contract or default by the State.

13. Reporting

13.1 Quarterly Reports for Colorado: Using the attached State of Colorado Price Agreement Quarterly Volume Report form (**Exhibit D**), the Vendor shall submit a quarterly report for cumulative sales made under this Price Agreement to Purchasing Entities within Colorado. This volume report shall be submitted to:

Colorado State Purchasing Office
Attn: Christine Oberman
Email: christine.oberman@state.co.us
or
FAX: (303) 866-6016

These Quarterly Reports for Colorado shall be submitted according to the following schedule:

Quarterly Reporting Schedule	Due Dates
July through September	October 15
October through December	January 15
January through March	April 15
April through June	July 15

13.2 Quarterly Reports for WSCA: The Vendor shall submit a quarterly report for cumulative sales made under this Price Agreement to all Purchasing Entities (in all states). There is not a standardized format for this report. It shall be submitted to the WSCA Contract Administrator listed below, and

upon request to any Participating State, showing the quantities and dollar volume of purchases, broken out by each Purchasing Entity. This volume report shall be submitted to:

Colorado State Purchasing Office
Attn: Christine Oberman
Email: christine.oberman@state.co.us
or
FAX: (303) 866-6016

These Quarterly Reports for WSCA shall be submitted according to the following schedule:

Quarterly Reporting Schedule	Due Dates
July through September	October 15
October through December	January 15
January through March	April 15
April through June	July 15

13.3 Database for WSCA: The Vendor shall keep and maintain a database, in MS Access or MS Excel, throughout the term of the Price Agreement, covering all purchases made against this Price Agreement by all Purchasing Entities (in all states). The database shall include the following information for each purchase:

- Purchasing Entity Name
- NIJ Compliant Model Number
- Catalog Number Used for Marketing (if different from NIJ Compliant Model Number)
- Style (concealable or tactical)
- Threat Level
- Serial Number
- Size(s)
- Number of Units Purchased
- Manufacture Date
- Date Delivered to Customer

The database shall be updated as products are delivered and a copy given to the State every six (6) months by the following Due Dates: November 30 and May 31. The database will also be delivered on an ad hoc basis upon request by the State. The database shall be given to the State on a CD-RW disc(s).

13.4 The Vendor will provide ad hoc reports to any State of Colorado agency requesting information about usage for their agency against the Price Agreement. Such request will be made in a manner as not to be burdensome to the Vendor.

13.5 Failure of the Vendor to submit reports as specified may result in suspension of this Price Agreement by the State until reports are completed and received or may result in cancellation of this Price Agreement. In addition, failure of the Vendor to submit reports as specified may impact future eligibility to compete for State or WSCA price agreements.

14. Rights in Data, Documents, and Computer Software

14.1 Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by Vendor in the performance of its obligations under this Price Agreement (the "Work Product"), shall be the exclusive property of the State and all Work Product shall be delivered to the State by Vendor upon completion, termination, or cancellation of this Price Agreement. The rights of the State with respect to such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such Work.

14.2 Vendor shall not use, willingly allow, cause or permit such property to be used for any purpose other than the performance of Vendor's obligations under this Price Agreement, without the prior written consent of the State. The rights of the State with respect to such property shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such property.

15. Maintenance, Inspection and Monitoring of Records

15.1 Vendor shall maintain a complete file of all records that are necessary to properly account for the payments made to the Vendor for costs authorized by this Price Agreement and the Vendor shall maintain any other documents, communications, and other written materials or electronic media, files or communications, which pertain to the delivery of Goods under this Price Agreement. Such records shall be maintained for a period of four (4) years after the date of termination of this Price Agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending, or until an audit has been completed; provided, that if an audit by or on behalf of the State or Federal government, any other Purchasing Entity, or WSCA, has begun but is not completed or audit findings have not been resolved after a four (4) year period, such materials shall be retained until the resolution of the audit findings.

15.2 Vendor shall permit the State or Federal Government, any other Purchasing Entity, WSCA, or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe the Vendor's records during the term of this Price Agreement and for a period of four (4) years following termination of this Price Agreement or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Vendor's performance hereunder. Such access will be during normal business hours or by appointment.

16. Confidentiality of State Records and Information

16.1 Vendor and Distributor acknowledge that it may come into contact with confidential information in connection with this Price Agreement or in connection with the performance of its obligations under this Price Agreement, including but not limited to, personal records and information of individuals, in particular names and information of law enforcement personnel who are fitted for and provided body armor. It shall be the responsibility of Vendor and Distributor to keep all State records and information confidential at all times and to comply with all Colorado State and Federal laws and regulations concerning the confidentiality of information to the same extent applicable to the State. Any request or demand for information in the possession of Vendor or Distributor made by a third party who is not an authorized party to this Price Agreement shall be immediately forwarded to the State's Principal Representative for resolution.

16.2 Vendor and Distributor shall notify all of its agents, employees, subcontractors and assigns who will come into contact with State information that they are subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of the requirements before they are permitted to access information or data. Vendor and Distributor shall provide and maintain a secure environment that ensures confidentiality of all State records and information wherever located. No State information of any kind shall be distributed or sold to any third party or used by Vendor, Distributor, or its agents in any way, except as authorized by this Price Agreement and as approved by the State. State information shall not be retained in any files or otherwise by Vendor, Distributor, or its agents, except as set forth in this Price Agreement and approved by the State. Disclosure of State records or information may be cause for legal action against Vendor, Distributor, or its agents. Defense of any such action shall be the sole responsibility of Vendor.

17. Litigation Reporting

Vendor or Distributor, within ten (10) days after being served with a summons, complaint, or other pleading in a case which involves Services or Goods provided or Vendor's or Distributor's performance under this Price Agreement, which has been filed in any court or administrative agency, shall deliver copies of such

document to the State's Principal Representative or, in absence of such designation, to the chief executive officer of the department executing this Price Agreement on behalf of the State.

18. Safety Notifications

18.1 Vendor shall notify the State's Principal Representative, and all Purchasing Entities that have ordered against this Price Agreement, of recall notices, warranty replacements, safety notices, or any other applicable notice regarding the body armor being sold under this Agreement. Such notice shall be given in writing within thirty (30) calendar days of the date the Vendor becomes aware of, or issues, such notices.

18.2 Vendor shall notify the State's Principal Representative by phone IMMEDIATELY of any recall, safety notice, warranty replacements, or issues regarding the safety of officers. Such phone notification shall be followed by written notification from Vendor to the State within ten (10) calendar days of the date the Vendor becomes aware of, or issues, such notices. Failure to notify the State of such notices as required herein may result in the immediate cancellation of the award, at the option of the State.

19. Conflict of Interest.

19.1 During the term of this Price Agreement, Vendor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Vendor's obligations under this Price Agreement.

19.2 Additionally, Vendor acknowledges that in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, Vendor shall refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with the full performance of Vendor's obligations to the State in accordance with the terms and conditions of this Price Agreement, without the prior written approval of the State.

19.3. In the event that Vendor is uncertain whether the appearance of a conflict of interest may reasonably exist, Vendor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the Price Agreement.

19.4. Vendor, its Distributors, and any subcontractors permitted under the terms of this Price Agreement, shall maintain a written code of standards governing the performance of their respective employees engaged in the award and administration of contracts. No employee, officer or agent of Vendor, its Distributors, or any permitted subcontractor shall participate in the selection, or in the award or administration of a Price Agreement or subcontract supported by Federal, State, or local funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(a) an employee, officer or agent;

(b) any member of the employee's immediate family;

(c) an employee's partner; or

(d) an organization, which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. Vendor's or any Distributor's or subcontractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Vendor, potential contractors, or parties to sub-agreements.

REPRESENTATIONS AND WARRANTIES

20. Warranties.

20.1 Panel Warranty: The bullet- or stab-resistant protective panel portion of the body armor sold under this Price Agreement shall be warranted by the Vendor for a minimum of five (5) years, from the date of delivery to the Purchasing Entity, to meet the Threat Level of protection at which it was found by the National Institute of Justice (NIJ) to comply with the NIJ 2005 Interim Requirements for Bullet-Resistant Body Armor and/or the NIJ Standard-0115.00, Stab Resistance of Personal Body Armor (whichever is applicable). This warranty assumes the product has not been subject to misuse, abuse, unauthorized repair or alteration, or damage. The bullet- or stab-resistant protective panels sold under this Price Agreement shall be warranted by the Vendor to be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the Purchasing Entity. Any product that fails to meet this warranty shall be replaced by the Vendor, at no cost to the Purchasing Entity.

20.2 Carrier Warranty: The carrier portion of the body armor sold under this Price Agreement shall be warranted by the Vendor for a minimum of (1) year, from the date of delivery to the Purchasing Entity, to be free from defects in materials and workmanship. This warranty assumes the product has not been subject to misuse, abuse, unauthorized repair or alteration, or damage. Any product that fails to meet this warranty shall be replaced by the Vendor, at no cost to the Purchasing Entity

20.3 General: All Goods furnished under this Price Agreement shall be new and in good working order, free from defects in materials or workmanship, installed properly and in accordance with manufacturers' recommendations or other industry standards and will function in a failure-free manner. Vendor shall repair or replace, at its option, any Goods that fail to satisfy this warranty.

21. Licenses, Permits, and Responsibilities

Vendor certifies that, at the time of entering into this Price Agreement, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform the Services and/or deliver the Goods covered by this Price Agreement. Vendor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Price Agreement, without reimbursement by the State or other adjustment in Price Agreement price. Additionally, all employees of Vendor performing services under this Price Agreement shall hold the required licenses or certification, if any, to perform their responsibilities. Vendor, if a foreign corporation or other entity transacting business in the State of Colorado, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to do business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Vendor to properly perform this Price Agreement, shall be deemed to be a default by Vendor and grounds for termination of this Price Agreement by the State.

22. Tax Exempt Status

Vendor acknowledges that the State of Colorado is not liable for any sales, use, excise, property or other taxes imposed by any Federal, State or local government tax authority. The State also is not liable for any Vendor franchise or income related tax. No taxes of any kind shall be charged to the State.

23. Legal Authority

Vendor warrants that it possesses the legal authority to enter into this Price Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Price Agreement and to bind Vendor to its terms. Vendor agrees it shall submit voluntarily to the personal jurisdiction of the Federal and State courts in the State of Colorado and venue in the City and County of Denver, Colorado, and to the personal jurisdiction of the courts in the Participating States. The person(s) executing this Price Agreement on behalf of Vendor warrant(s) that such person(s) have full authorization to execute this Price Agreement.

24. Compliance with Applicable Law

Vendor and its Distributors shall at all times during the execution of this Price Agreement strictly adhere to, and comply with, all applicable Federal and Colorado State laws, and laws of Participating States, and their implementing regulations, as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of this Price Agreement. Vendor also shall require compliance with such laws and regulations by subcontractors under any subcontracts permitted under this Price Agreement.

REMEDIES

25. Remedies

In addition to any other remedies provided for in this Price Agreement, and without limiting the remedies otherwise available at law or in equity, the State may exercise the following remedial actions if Vendor substantially fails to satisfy or perform the duties and obligations in this Price Agreement. "Substantial failure" to satisfy duties and obligations shall be defined to mean material, insufficient, incorrect or improper performance, activities, or inaction by Vendor. These remedial actions are as follows:

(a) Suspend Vendor's performance pending necessary corrective action as specified by the State, without Vendor's entitlement to adjustment in price/cost or schedule. Furthermore, at the State's option, a directive to suspend may include suspension of this entire Price Agreement or any particular part of this Price Agreement that the State determines in good faith would not be beneficial or in the State's best interests due to Vendor's substantial non-performance. Accordingly, the State shall not be liable to Vendor for costs incurred after the State has duly notified Vendor of the suspension of performance under this provision, and Vendor shall promptly cease performance and incurring costs in accordance with the State's directive;

(b) Withhold payment to Vendor until the necessary Services or Goods or corrections in performance, development or manufacture are satisfactorily completed;

(c) Request the removal from work on this Price Agreement of employees or agents of Vendor identified by the State, in its reasonable judgment, as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on this Price Agreement the State deems to be contrary to the public interest or not in the best interests of the State;

(d) Deny payment for those Services or obligations which have not been performed and/or Goods which have not been provided and which, due to circumstances caused by Vendor, cannot be performed, or if performed would be of no value to the State. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or

(e) Terminate this Price Agreement for default.

The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously. These remedies shall in no way limit the remedies available to the State in other provisions of this Price Agreement or remedies otherwise available in equity or at law, including the Uniform Commercial Code ("UCC"), all of which may be exercised by the State, at its option, in lieu of or in conjunction with the preceding measures. Furthermore, the reduction, delay or denial of payment under this provision shall not constitute a breach of contract or default by the State.

26. Termination for Convenience

26.1 Either Party may terminate this Price Agreement in whole or in part upon sixty (60) days prior written notice. The Vendor remains responsible for providing the reports required in this Price Agreement. Further, any Participating State may terminate its participation upon 30 days written notice. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of a Purchasing Entity to indemnification by the Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Upon receipt of written notice, Vendor shall incur no further obligations in connection with the terminated work and, on the date set in the notice of termination, Vendor shall stop work to the extent specified. Vendor also shall

terminate outstanding orders and subcontracts as they relate to the terminated work. All finished or unfinished documents, data, studies, research, surveys, drawings, maps, models, photographs, and reports or other materials prepared by Vendor under this Price Agreement shall, at the option of the State, be delivered by Vendor to the State and shall become the State's property. The State may direct Vendor to assign Vendor's right, title, and interest under terminated orders or subcontracts to the State. Vendor shall complete and deliver to the State the work not terminated by the notice of termination and may incur obligations as are necessary to do so within the Price Agreement terms.

26.2 If this Price Agreement is terminated for cause, or due to the fault of the Vendor, the Termination for Default/Cause provision shall apply.

27. Termination for Default/Cause

If Vendor refuses or fails to perform any of the provisions of this Price Agreement with such diligence as will ensure its completion within the time and pursuant to the requirements and terms specified in this Price Agreement, the State may notify Vendor in writing of such non-performance. If Vendor fails to promptly correct such delay or non-performance within the time specified, the State may, at its option, terminate this entire Price Agreement or such part of this Price Agreement as to which there has been delay or a failure to properly perform. If terminated for cause, the State shall only reimburse Vendor for accepted work or deliverables received up to the date of termination and final payments may be withheld. In the event of termination, all finished or unfinished documents, data, studies, research surveys, reports, other materials prepared by Vendor, or materials owned by the State in the possession of Vendor, at the option of the State, shall be returned immediately to the State or retained by the State as its property. At the State's option, Vendor shall continue performance of this Price Agreement to the extent not terminated, if any, and shall be liable for excess costs incurred by the State in procuring from third parties replacement services or substitute goods as cover. Notwithstanding any remedial action by the State, Vendor also shall remain liable to the State for any damages sustained by the State by virtue of any breach by Vendor and the State may withhold any payment to Vendor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Vendor is determined. Upon termination by the State, Vendor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Vendor in which the State has an interest. Further, the State may withhold amounts due to Vendor as the State deems necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods or services. Any action taken by the State hereunder or pursuant to section 26 shall not be cause for Vendor to terminate this Price Agreement for default or material breach. If, after termination by the State, it is determined for any reason that Vendor was not in default or that Vendor's action/inaction was excusable, such termination shall be treated as a termination for convenience and the rights and obligations of the parties shall be the same as if this Price Agreement had been terminated for convenience, as described herein. These remedies shall in no way limit the remedies available to the State in other provisions of this Price Agreement or remedies otherwise available in equity or at law, including the Uniform Commercial Code ("UCC"), all of which may be exercised by the State, at its option, in lieu of or in conjunction with the preceding measures.

28. Insurance

28.1 The Vendor shall obtain, and maintain at all times during the term of this Price Agreement, insurance in the following kinds and amounts:

a. Worker's Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of the Vendor's employees acting within the course and scope of their employment.

b. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $10,000,000 each occurrence;
ii. $10,000,000 general aggregate;
iii. $10,000,000 products and completed operations aggregate; and
iv. $50,000 any one fire.

If any aggregate limit is reduced below $10,000,000 because of claims made or paid, the Vendor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

c. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: $1,000,000 each accident combined single limit.

28.2 The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the Price Agreement will be primary over any insurance or self-insurance program carried by the State of Colorado.

28.3 The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.

28.4 The Vendor will require all insurance policies in any way related to the Price Agreement and secured and maintained by the Vendor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

28.5 All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

28.6 The Vendor shall provide certificates showing insurance coverage required by this Price Agreement to the State within 7 business days of the effective date of the Price Agreement, but in no event later than the commencement of the services or delivery of the goods under the Price Agreement. No later than 15 days prior to the expiration date of any such coverage, the Vendor shall deliver to the State certificates of insurance evidencing renewals thereof. At any time during the term of this Price Agreement, the State may request in writing, and the Vendor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

29. Governmental Immunity

Notwithstanding any other provision of this Price Agreement to the contrary, no term or condition of this Price Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Governmental Immunity Act, section 24-10-101, *et. seq.,* C.R.S., as amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of the Act, sections 24-10-101, *et. seq.*, C.R.S., as now or hereafter amended and the risk management statutes, sections 24-30-1501, *et seq.*, C.R.S., as now or hereafter amended.

30. Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

31. State Liability Regarding Use of Agreement

The State shall have no responsibility or liability, direct or indirect, for or to a state, county, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality – or any other Purchasing Entity - which is not a government agency, department, division, unit, or other office of the State of Colorado, with respect to the use of or products ordered pursuant to this Price Agreement.

32. Force Majeure

Neither Vendor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Price Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Price Agreement "force majeure" means: acts of God; acts of the public enemy; public health/safety emergency acts of the State or any governmental entity in its sovereign capacity; fires; floods, epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

MISCELLANEOUS PROVISIONS

33. Representatives

Each individual identified below is the Principal Representative of the designating Party. All notices required to be given to a Party pursuant to this Price Agreement shall be hand delivered with receipt required or sent by certified or registered mail to such Party's Principal Representative at the address for such Party set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent.

NOTE: The Principal Representative for the State, listed below, shall also be known as the "WSCA Contract Administrator".

For the **State**:
Christine Oberman, Purchasing Agent
State of Colorado, State Purchasing Office
633 17th Street, Suite 1520
Denver, Colorado 80202
E-Mail: christine.oberman@state.co.us
Voice: 303-866-6146
Fax: 303-866-6016

For **Vendor:**
Name: Kim Wilson
Title: Senior Bids Administrator
Address: 179 Mine Lane
Jacksboro, TN 37757
Telephone: (800) 722-7667,x.510

34. Assignment and Successors

Vendor's rights and obligations under this Price Agreement shall be deemed to be personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer or subcontracting without such consent shall be void, except that Vendor may assign the right to receive payments from the State pursuant to section 4-9-318, C.R.S. Any subcontracts, subcontractors, or Distributors consented to by the State shall be made subject to the requirements, terms and conditions of this Price Agreement. Vendor alone shall be responsible for all subcontracting arrangements, directions and delivery of subcontracted work or Goods, and performance of any subcontracted Services. Vendor shall require and ensure that each subcontractor shall assent in writing to all the terms and conditions of this Price Agreement, including an obligation of the subcontractor to indemnify the State as is required under Section 30 in this Price Agreement.

35. Third Party Beneficiaries

The enforcement of the terms and conditions of this Price Agreement and all rights of action relating to such enforcement shall be strictly reserved to the State and Vendor, except that warranties for Goods or Services in this Price Agreement shall pass through to and be enforceable by employees, agents, and representatives of the Purchasing Entity who utilize such Goods or Services. It is the express intention of the State and Vendor that any third party entity, other than an employee, agent, or representative of the Purchasing Entity, receiving Goods, Services, or benefits under this Price Agreement shall be deemed an incidental beneficiary only.

36. Severability

To the extent this Price Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Price Agreement, the terms of this Price Agreement are severable. Should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

37. Waiver

The waiver of any breach of a term, provision, or requirement of this Price Agreement, whether explicitly or by lack of enforcement, shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

38. Captions and Headings

The captions and headings in this Price Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.

39. Entire Understanding

This Master Price Agreement, together with its exhibits and any Participating Addenda that are subsequently executed with the Vendor by Purchasing Entities, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing, or in an executed Participating Addendum. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed by the Parties.

40. Survival of Certain Price Agreement Terms

Notwithstanding anything herein to the contrary, all terms and conditions of this Price Agreement, including but not limited to its exhibits and attachments, which may require continued performance, compliance, or effect beyond the termination date of the Price Agreement, shall survive such termination date and shall be enforceable by the State in the event of the Vendor's failure to perform or comply as required.

41. Modification and Amendment

41.1 This Price Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Price Agreement on the effective date of such change, as if fully set forth herein.

41.2 Except as specifically provided in this Price Agreement, no modification of this Price Agreement shall be effective unless agreed to in writing by both parties in an Amendment to this Price Agreement, properly executed and approved in accordance with Colorado State law and State Fiscal Rules.

42. Venue

Venue for any action related to the construction and effect of this Price Agreement shall be in the City and

County of Denver, Colorado. Venue for any action related to the effect of any Participating Addendum, or related to any order placed against this Price Agreement, shall be in the relevant Participating State. Such Participating Addendum or order may further specify venue for that action.

PRICE AGREEMENT SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS PRICE AGREEMENT

***Persons signing for Vendor hereby swear and affirm that they are authorized to act on Vendor's behalf and acknowledge that the State is relying on their representations to that effect.**

VENDOR **Protective Apparel Corporation of America,** **dba PACA Body Armor, Inc.** By: Sam White Title: Executive Vice President *Signature Date: June 11, 2008	**STATE OF COLORADO** **Bill Ritter, Jr. GOVERNOR** Department of Personnel & Administration Division of Finance and Procurement By: Executive Director RICH GONZALES Date: 7/24/08
2nd Vendor Signature (if needed): By: Name of Authorized Individual Title: Official Title of Authorized Individual *Signature Date:	**LEGAL REVIEW** John W. Suthers, Attorney General By: Signature - Assistant Attorney General Date: 7/28/2008

ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER

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

STATE CONTROLLER
David J. McDermott, CPA

By:

Date: 7/31/08