

# State of Colorado



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**April 29, 2011**

**Questions received by April 27th 1:30 pm MDT deadline with answers/ clarifications for WSCA Body Armor solicitation IFB-JW-11-0002.**

All questions received are printed verbatim as received, except for the addition of numbering to provide clarity between inquiries and answers. Vendor names have been removed to maintain anonymity of respondents.

### **Question #1:**

“Does WSCA accept neutral armor or do CPL certifications have to be gender specific?”

### **Answer to Question #1:**

The WSCA solicitation seeks submission of, and supporting documentation for, body armor models listed on the current NIJ-Compliant Products Lists under the NIJ 0101.06 Ballistic and NIJ 0115.00 Stab resistance of Body Armor standards. Colorado does not seek to make any distinctions between gender-specific or neutral armor products offered. All models to be considered for award must include NIJ certification and test documentation specific to each successfully tested and listed model according to solicitation requirements.

### **Question #2:**

“Does WSCA require models to have the full range of NIJ approved sizes, C1 – C5?”

### **Answer to Question #2:**

No.

**Question #3:**

“Do we need to submit costs associated with recycling programs?”

**Answer to Question #3:**

If there are costs anticipated with an armor recycling program, they should be disclosed.

**Question #4:**

“The ultimate term of the awarded contract could be until 2016, correct?”

**Answer to Question #4:**

The maximum contract award period (if optional renewal periods are executed) is intended to be 5 years from initial award date. The initial award period is intended to begin June 1, 2011 and extend through May 31, 2013. Three additional 1 year renewal options could potentially extend an award through May 31, 2016.

**Question #5:**

“What is the intent of section 3.9, page 18 of the Invitation to Bid? Does this requirement apply to the ballistic package only?”

**Answer to Question #5:**

Section 3.9 seeks to identify materials used in the construction of body armor (including the materials point of origin, and armor product point of manufacture), to provide states an opportunity to understand the material content and manufacturing location of the offered vests. Some states have begun to impose “Made in the USA” requirements for products purchased using state funds. Disclosure of material point of origin and location of armor manufacture will help those states to make decision on which manufacturers best meet their requirements and be issued a participating addendum. This requirement applies to both ballistic and stab resistant armor products.

**Question #6:**

“If we are awarded this contract with the State of Colorado (WSCA), can any WSCA state (the STATE) buy from our company Master Price Agreement or does the MANUFACTURE have to have a participating Addendum with the STATE that wishes to do so. I am confused as to whether the Participating Addendum needs to be between the State of Colorado and the STATE, or if it needs to be between the MANUFACTURE and the STATE or if the STATE needs to have a Participating Addendum with the State of Colorado and the MANUFACTURE. Also, if the MANUFACTURE does need to have a Participating Addendum with the STATE, who usually pursues such an agreement?”

**Answer to Question #6:**

Once the State of Colorado makes its awards and executes a Master Price Agreement with a Manufacturer, then other states that wish to use a WSCA awarded Manufacturer may do so provided they first complete a bilateral Participating Addenda with one or more of the WSCA Manufacturers awarded that have completed a Master Price Agreement with the State of Colorado. For example, say the State of Colorado awards and successfully completes bilateral Master Price Agreements with 5 manufacturers. Let's then say the State of South Dakota purchasing office consults its statewide customers, and they identify 2 of the 5 Manufacturers as being the brands they are most interested in purchasing. The state of South Dakota would initiate a Participating Addendum directly with each of those 2 Manufacturers that would incorporate and align the basic WSCA Terms and Conditions, the State of CO MPA, and adding any South Dakota-specific terms and conditions required to do business in their state. Non-participating States may also have interested ordering entities (Municipalities, Counties, etc.) wishing to utilize a WSCA Body Armor agreement. With written permission from a state purchasing director from their state, a participating addendum between the manufacturer and the interested ordering entity is possible. Such requests must be initiated and directed to WSCA by the interested ordering entity. Each state operates similarly, but as independent entities with laws specific to them. There are standard WSCA agreed terms and conditions that are acceptable to each of the participating states in the WSCA (and NASPO) cooperative, with the Master Price Agreement reflecting those basic tenets. The Participating Addendum document allows states to provide state-specific requirements in a bilateral format that allows Manufacturers and states the opportunity to come to any additional terms required specifically by a participating state. To answer the last part of your question, States will initiate a Participating Agreement with the Manufacturer(s) that they have interest in. That is not to say that an awarded Manufacturer cannot initiate contact with state purchasing entities they are interested in pursuing. WSCA and the State of Colorado will not engage in marketing or promotion for, or otherwise encourage states to do business with any awarded Manufacturers.

**Question #7:**

“Can one parent company with two product lines bid both product lines and designate distributors by product lines? Or, does each distributor for the parent company have to be able to sell both product lines? (I am referring particularly to Page 5, paragraph 1.3B of the solicitation).”

**Answer to Question #7:**

The answer to your question is stated in Section 1.3 (B) of the solicitation: **“Only one brand that best represents a model designation as posted on the current NIJ-CPL lists shall be considered for award.”** Hypothetically, say your company manufactures vests ‘ABC-IIA’ and ‘ABC-IIIA’ that were tested using the NIJ-CPL 0101.06 standard protocols, and the vests are currently listed on the NIJ-CPL. Then let's say these same vests are listed under other “brands”; the submitting manufacturer must choose the manufacturers brand that best represents their CPL-listed model product line. In other words, a body armor manufacturer should submit only one brand that is most identified as the parent company and primary market brand by the manufacturer for purposes of warranty, liability, and insurance; the manufacturer should submit one brand that they anticipate finding the most successful distribution opportunities for. While

“partner” companies might be listed on the CPL as alternate brand representations of a body armor manufacturer, the state will not consider more than one brand of a CPL-listed model designation per manufacturer. The state wishes to contract directly with body armor parent manufacturing companies, not multiple market distribution or “brand” partners. The choice of which manufactured brand to submit should be a business decision considered carefully by any Manufacturer with multiple “brands” that chooses to submit a bid. There will be no more than one CPL-listed “brand” awarded per manufacturer.

**Question #8:**

“On Page 16 of the solicitation, 3.3 Labeling, it reads, “The labels shall clearly state “Property of the Issuing Agency” in the same typeface as the entire (NIJ) label requirements. Does this mean the manufacturer needs to add the actual agency name? If so, how should inventory buys by a larger distributor be handled?”

**Answer to Question #8:**

For ballistic armor labeling requirements, please refer to the information contained in the “**NIJ-Body Armor Compliance Testing Program Body Armor Applicant Package**”, sections 6.2 through 6.5, in accordance with the most current published NIJ-CTP guidance. The state further desires a space to be incorporated on labels titled: “Property of:” to be utilized by purchasing end-user entities to help with property tracking.

**Question #9:**

“The original Exhibit H (Distributor Listing by State) and IFB included Idaho and Wyoming as participating states. Revised Exhibit H does not currently include fields for these two states; IFB Mod 2 does reflect their participation. Should distributors for Idaho and Wyoming be listed in Exhibit H?”

**Answer to Question #9:**

For the Participating States mentioned in each successive IFB Modification, a corresponding **Exhibit H (Mod3)** Manufacturer designated Distributor /agent information should reflect that information. Be sure to download the most recent information prior to submitting a bid. Once awards and completed contracts are in place, the state of Colorado will modify the spreadsheet to include space for additional states information as they enter into Participating Addendums and information is provided. If more than one Distributor Agent is designated by a Manufacturer, the spreadsheet will be modified to reflect that information accordingly. For ease of information gathering and list maintenance, the State of Colorado requests that originally submitted spreadsheet information such as distributors and pricing information be submitted electronically in unprotected Excel format either on CD or USB drive. Note that the Manufacturer shall only have Distributors/ agents listed that have executed an Exhibit E, Manufacturer’s Distributor-Agent Assignment for Company which is incorporated into the solicitation, page 45. Successful bidding Manufacturers will have an opportunity to provide additional Distributor/ agent information for states in which they have not yet established an assignment. This will be dependent on a state initiating a Participating addendum with a Manufacturer, at which time the

Manufacturer will be required to establish a local Distributor-Agent assignment to serve that state. The list will then be updated to reflect that addition.

**Question #10:**

“IFB Mod 2 lists North Dakota as a participating state. Revised Exhibit H does not currently include a field for North Dakota. Should distributors for North Dakota be listed in Exhibit H?”

**Answer to Question #10:**

Yes, see answer to number 9 above.

**Question #11:**

“Is it WSCA’s intention/desire to be billed directly from the manufacturer or can the billing come from a manufacturer’s authorized distributor(s)?”

**Answer to Question #11:**

Manufacturers will not act through WSCA for any billing interactions. Please refer to Exhibit A “Participants” and to Answer #6 above to understand the relationship of NASPO and WSCA to the various states and their ordering entities. Each state that chooses to initiate a Participating Addendum with one or more of the awarded Manufacturers would state who within their state is authorized to utilize their chosen Manufacturers. Historically, Manufacturers have conducted invoicing and payments directly with ordering entities. Once a sale is initiated by an authorized local distributor, the Manufacturer fabricates and ships the Body Armor either to the ordering entity or to the Distributor/ agent for follow up fitting. Generally, measuring, fitting, sales and order placement are handled through assigned Distributors/ agents. The intent is for Manufacturers to formally partner with and assign Distributor/ agent(s) using Exhibit E (contained within the solicitation, Page 45) who will act as a local point of contact for the Manufacturer for proper measurement, fitting, and sales of body armor. In other words, the Distributor/ agents become a local authorized sales and customer service representative for the Body Armor Manufacturer, serving local LE and DOC ordering entities.

**Question #12:**

“Page 9, Section 6 part ii c where it says, ‘at least two (2) references are required’, do you mean references for each of our “key personnel” or references for the company?”

**Answer to Question #12:**

The intention is see references relative to the company. References might be from suppliers, state or federal government, or other similar level entities that have done business with the company.

Manufacturer:	
Authorized Signature:	Date:

**This document must be signed and returned with response, acknowledging review.**