

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint**  
**Body Armor Products**  
Administered by the State of Colorado (hereinafter "Lead State")

**MASTER AGREEMENT**  
**Safariland, LLC**  
Master Agreement No: 2016-178  
(hereinafter "Contractor")  
And  
State of Alaska  
(hereinafter "Participating State")  
**State Contract Number: 2016ARMOR0006**

1. **Scope:** This addendum covers the **Body Armor Products** led by the State of Colorado for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Participating State/Entity Modifications or Additions to Master Agreement:**  
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Participating State/Entity to check one box.

☐ No changes to the terms and conditions of the Master Agreement are required

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

**Required Reports:**

Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

|                 |                               |
|-----------------|-------------------------------|
| First Quarter:  | July 1 through September 30   |
| Second Quarter: | October 1 through December 31 |
| Third Quarter:  | January 1 through March 31    |
| Fourth Quarter: | April 1 through June 30       |

**Administrative Fee:**

Contractor agrees to provide an Administrative Fee to the State of Alaska.

- a) Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to 1.5% of the net sales for the quarterly period.
- b) Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
- c) Administrative fee checks shall be submitted to:

**ATTN:** Purchasing Section  
State of Alaska  
Department of Administration  
Division of General Services  
PO Box 110210  
Juneau, AK 99811-0210

- d) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be shown as a separate line item invoiced or charged to the ordering agency.
- e) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- f) Administrative fee checks are due for each quarter as follows:

| <u>Reporting Period</u>                   | <u>Due Date</u> |
|---|-----------------|
| State Fiscal Quarter 1 (Jul 1 - Sept 30): | Oct 31          |
| State Fiscal Quarter 2 (Oct 1 - Dec 31):  | Jan 31          |
| State Fiscal Quarter 3 (Jan 1 - Mar 31):  | Apr 30          |
| State Fiscal Quarter 4 (Apr 1 - Jun 30):  | Jul 31          |

- g) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor: Safariland, LLC



|           |   |
|-----------|---|
| Name      | Jason Brown, Director of Business Development       |
| Address   | 13386 International Parkway, Jacksonville, FL 32218 |
| Telephone | (904) 485-1835                                      |
| E-mail    | Jason.brown3@safariland.com                         |

Participating Entity:

|           |   |
|-----------|---|
| Name      | Victor Learner  |
| Address   | State of Alaska – Department of Administration<br>Division of General Services<br>333 Willoughby Ave. Suite 700<br>Juneau, AK 99811 |
| Telephone | 907 465-5678  |
| Fax       | 907 465-2189  |
| E-mail    | <a href="mailto:victor.learner@alaska.gov">victor.learner@alaska.gov</a>  |

5. **Subcontractors:** All Safariland, LLC Distributors authorized in the State of Alaska, as shown on the dedicated Safariland, LLC NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Distributor's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

|   |  |
|---|--|
| Participating State: Alaska   | Contractor: <b>Safariland, LLC</b>   |
| By:  | By:  |
| Name: Victor Learner  | Name: Debbie Conley  |
| Title: Contracting Officer  | Title: VP, General Manager   |
| Date: 5/9/16  | Date: 5/9/16   |

