

**PARTICIPATING ADDENDUM**  
to NASPO ValuePoint  
**Body Armor Products**  
Administered by the State of Colorado  
With **U.S. Armor Corporation**  
Master Agreement No: **2016-185**  
And  
**The State of Colorado**  
Participating Addendum No: **2016000000000000204**

**1. PARTIES AND SCOPE**

This Participating Addendum, including all of its attached exhibits and other documents incorporated by reference (the “Participating Addendum”), is entered into by and between **U.S. Armor Corporation** (the “Contractor”), and the **State of Colorado** (the “State”). This Participating Addendum covers participation in the **Body Armor Products Contract** (the “Master Agreement”), led by the State of Colorado, for use by Purchasing Entities located in the State.

**2. PARTICIPATION**

Use of specific NASPO ValuePoint cooperative Contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by the State’s statutes to use State contracts, are subject to the prior approval of the State’s Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State’s Chief Procurement Official.

**3. STATE MODIFICATIONS TO MASTER AGREEMENT AND APPLICABILITY**

To the extent not modified by this Participating Addendum, all terms and conditions of the Master Agreement shall apply to this Participating Addendum. If any term of this Participating Addendum conflicts with the Master Agreement, then this Participating Addendum shall control for all transactions between the State and the Contractor under this Participating Addendum. All terms defined in the Master Agreement shall have the meaning given to them in the Master Agreement, except for those terms specifically defined differently in this Participating Addendum.

**4. PRIMARY CONTACTS AND PERSONNEL RESPONSIBILITIES**

The primary contacts for this Participating Addendum are the individuals named in this section. Either Party may change its primary contacts or primary contacts contact information by notice submitted to the other party in writing, without a formal amendment to this Participating Addendum, no later than 5 days following the date on which the change occurs. The Contractor’s primary contact shall be ultimately responsible for ensuring that all Goods are delivered and all Services are completed in accordance with this Participating Addendum.

**Contractor: U.S. Armor Corporation**

Name:	Steve Armellino, President
Address:	10715 Bloomfield Ave., Santa Fe Springs, CA 90670
Telephone:	(562) 207-4240
Email:	stevea@usarmor.com

**Participating Entity: State of Colorado**

Name:	Nikki Kalen, Strategic Sourcing Specialist
Address:	1525 Sherman St., 3 <sup>rd</sup> Floor, Denver, Co 80203
Telephone:	(303) 866-5671
Email:	nikki.kalen@state.co.us

In addition to the primary contact in this section, the Contractor shall also provide an individual who is ultimately responsible for the creation and submission of the quarterly volume report described in **Exhibit A**. This individual, as named in this section, shall ensure that all required quarterly volume reports are accurate and delivered by the appropriate due date for that quarterly volume report. The Contractor may change this individual or their contact information by notice submitted to the other party in writing, without a formal amendment to this Participating Addendum no later than 5 days following the date on which the change occurs.

**Individual Responsible for Quarterly Volume Report Creation and Submission:**

Name:	Steve Armellino, President
Address:	10715 Bloomfield Ave., Santa Fe Springs, CA 90670
Telephone:	(562) 207-4240
Email:	stevea@usarmor.com

**5. SUBCONTRACTORS**

The Contractor may only use Subcontractors, as defined in **Exhibit A**, under this Participating Addendum if the State has provided written approval for the Contractor to use that Subcontractor. All such approved Subcontractors authorized in the State of Colorado, as shown on the dedicated Contractor (cooperative Contract) website, are approved to provide sales and Service support to the State and any Purchasing Entity in the State. The Contractor's Subcontractor's participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum, as appropriate.

**6. ORDERS**



Any Order placed by the State or a Purchasing Entity in the State of Colorado for a Good or Service available from this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement and this Participating Addendum unless the parties to the Order agree in writing that another Contract or agreement applies to such Order or the terms of that Order control to the extent that they conflict with the terms of the Master Agreement or this Participating Addendum.

**7. ATTACHED EXHIBITS**

All of the exhibits listed in this section are attached to this Participating Addendum and are incorporated herein by reference. In the event of a conflict or inconsistency between this Participating Addendum and any exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:


- A. Colorado Special Provisions in §13 of Participating Addendum **Exhibit A**, State Specific Terms,
- B. The provisions of the main body of this Participating Addendum,
- C. All other sections of Participating Addendum **Exhibit A**, State Specific Terms, and
- D. **Exhibit B**, Sample Summary Contractor Volume Report.

**THE PARTIES HERETO HAVE EXECUTED THIS PARTICIPATING ADDENDUM**

<p><b>CONTRACTOR</b> U.S. Armor Corporation</p> <p>By: <u>STEPHEN ARMELLINO</u></p> <p>Title: <u>PRESIDENT</u></p> <p><u></u> Signature</p> <p>Date: <u>6-14-2016</u></p>	<p><b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Department of Personnel and Administration State Purchasing Office June Taylor, Executive Director</p> <p><u></u> By: Cindy Lombardi, State Purchasing &amp; Contracts Director</p> <p>Date: <u>7/5/2016</u></p>
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

§24-30-202 C.R.S. requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

<p><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <p>By: <u></u></p> <p>Name: <u>CLARK M. BOWSER</u></p> <p>Effective Date: <u>7/19/16</u></p>
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