

PARTICIPATING ADDENDUM

70-000-16-00037AC

NASPO ValuePoint

Body Armor Products

Administered by the State of **Colorado** (hereinafter "Lead State")

MASTER AGREEMENT

KDH Defense Systems, Inc.

Master Agreement No: 2016-182

(hereinafter "Contractor")

And

State of New Mexico

(hereinafter "Participating State/Entity")

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.

4. **Term:** This Participating Addendum will be neither effective nor binding until signed by the State Purchasing Agent and continue through March 15, 2018, unless extended, renewed or terminated. The contract term, including extensions and renewals, shall not exceed five years, except as set forth in Section 13-1-150 NMSA 1978.

5. Employee Pay Equity Reporting

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts

PARTICIPATING ADDENDUM

70-000-16-00037AC

NASPO ValuePoint

Body Armor Products

Administered by the State of **Colorado** (hereinafter "Lead State")

MASTER AGREEMENT

KDH Defense Systems, Inc.

Master Agreement No: 2016-182

(hereinafter "Contractor")

And

State of New Mexico

(hereinafter "Participating State/Entity")

up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

6. Insurance

- a. Contractor shall, during the term of this Participating Addendum, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Participating Addendum's termination or, at a Participating Entity's option, result in

PARTICIPATING ADDENDUM

70-000-16-00037AC

NASPO ValuePoint

Body Armor Products

Administered by the State of **Colorado** (hereinafter "Lead State")

MASTER AGREEMENT

KDH Defense Systems, Inc.

Master Agreement No: 2016-182

(hereinafter "Contractor")

And

State of New Mexico

(hereinafter "Participating State/Entity")

termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal industry (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Property Coverage at an amount commensurate with the value of the Participating Entity's property in the care, custody or control of the Contractor.

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Participating Addendum and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating

PARTICIPATING ADDENDUM

70-000-16-00037AC

NASPO ValuePoint

Body Armor Products

Administered by the State of **Colorado** (hereinafter "Lead State")

MASTER AGREEMENT

KDH Defense Systems, Inc.

Master Agreement No: 2016-182

(hereinafter "Contractor")

And

State of New Mexico

(hereinafter "Participating State/Entity")

Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the State, result in this Participating Addendum's termination.

- f. Coverage and limits shall not limit Contractor's liability and obligations under this Participating Addendum, or any Purchase Order.

7. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

PARTICIPATING ADDENDUM

70-000-16-00037AC

NASPO ValuePoint

Body Armor Products

Administered by the State of **Colorado** (hereinafter "Lead State")

MASTER AGREEMENT

KDH Defense Systems, Inc.

Master Agreement No: 2016-182

(hereinafter "Contractor")

And

State of New Mexico

(hereinafter "Participating State/Entity")

8. New Mexico Administration Reporting and Fees

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **one percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "**Gross total sales**" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

<u>Quarter:</u>	<u>Period End:</u>	<u>Report Due:</u>
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the "*State Purchasing Division*". This contract number **70-000-16-00037AC** must be included on all payments and Quarterly Sales Reports.

Remit Checks to:

State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

PARTICIPATING ADDENDUM

70-000-16-00037AC

NASPO ValuePoint

Body Armor Products

Administered by the State of **Colorado** (hereinafter "Lead State")

MASTER AGREEMENT

KDH Defense Systems, Inc.

Master Agreement No: 2016-182

(hereinafter "Contractor")

And

State of New Mexico

(hereinafter "Participating State/Entity")

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827- 0507 or (505) 827-0472.

- 9. Distributors:** The Contractor may utilize distributors; however, the contractual agreement that may result from this Participating Addendum shall specify that the price prime Contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the State.

Additionally, the Contractor must receive approval in writing, from New Mexico's State Purchasing Agent before any distributor is used during the term of this agreement.

Distributors are classified as follows, and their role shall be specified in Contractor's request for approval.

a. Contractor authorized resellers

- (1) Contract authorized resellers shall provide quotes, accept purchase order, and accept payment from entities ordering under this Participating Addendum.
- (2) Authorizes resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative requirements.
- (3) All purchase documents to authorized resellers shall reference the participating addendum number and KDH Defense Systems, Inc., as the contractor.

b. Contractor authorized subcontractors

- (1) Contractor authorized subcontractors are authorized to provide quotes, sales assistance, configuration guidance and ordering support for services available under this Participating Addendum.
- (2) Contractor authorized subcontractors ARE NOT authorized to accept orders, purchase orders or payments from entities ordering under this Participating Addendum.

- 10. Records Administration and Audit:** Participating State's right as specified in Section 25 of the Mater Agreement shall survive for a period of six (6) years following termination of this Participating Addendum or final payment for any order placed by a Purchasing Entity against

PARTICIPATING ADDENDUM

70-000-16-00037AC

NASPO ValuePoint

Body Armor Products

Administered by the State of Colorado (hereinafter "Lead State")

MASTER AGREEMENT

KDH Defense Systems, Inc.

Master Agreement No: 2016-182

(hereinafter "Contractor")

And

State of New Mexico

(hereinafter "Participating State/Entity")

this Participating Addendum, which is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

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

Contractor: KDH Defense Systems. Inc.

Name	Julie Kiselica, Director of Sales
Address	750A Fieldcrest Rd., Eden, NC 27288
Telephone	(214) 406-7539
E-mail	jkiselica@kdhdefense.com

Participating Entity: State of New Mexico

Name	Kathy Sanchez
Address	PO Box 6850 Santa Fe, NM 87502
Telephone	505-827-0487
Fax	505-827-2484
E-mail	Kathy.sanchez@state.nm.us

- 12. 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.

PARTICIPATING ADDENDUM

70-000-16-00037AC

NASPO ValuePoint

Body Armor Products

Administered by the State of **Colorado** (hereinafter "Lead State")

MASTER AGREEMENT

KDH Defense Systems, Inc.

Master Agreement No: 2016-182


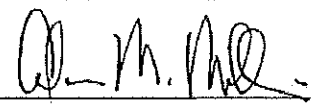
(hereinafter "Contractor")

And

State of New Mexico

(hereinafter "Participating State/Entity")

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

Participating State:	Contractor: KDH Defense Systems, Inc.
By: 	By: 
Name: <i>Anna Silva</i>	Name: <i>Alan Mullis</i>
Title: <i>Bureau Chief</i>	Title: <i>Controller</i>
Date: <i>12/20/16</i>	Date: <i>12/14/2016</i>

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org