

NASPO ValuePoint
PARTICIPATING ADDENDUM AMENDMENT



BODY ARMOR
Lead by the State of **Colorado**

Master Agreement #: 2016-185

Contractor: **U.S. ARMOR CORPORATION(Contractor)**

Participating Entity: **STATE OF MONTANA**

Master Agreement Terms and Conditions:

1. Scope: This addendum covers additional terms applicable to the Body Armor Products, led by the State of Colorado, for use by Montana State agencies and approved Montana Cooperative Purchasing Organizations.
2. State of Montana Administrative Fee: The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described below. The Administrative Fee must be submitted by ACH along with email notification to the State of Montana Contracts Officer. This Administrative Fee is effective April 1, 2017.
3. Required Reporting: Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 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

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

Contractor

Name:	Steve Armellino
Address:	10715 Bloomfield Ave, Santa Fe Springs, CA 90670
Telephone:	(562) 207-4240
Fax:	(562) 207-4239
Email:	stevea@usarmor.com

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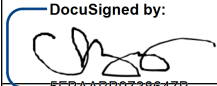
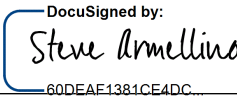


BODY ARMOR
 Lead by the State of Colorado

Participating Entity

Name:	Nicole Orta
Address:	125 North Roberts, Room 165 Mitchell Bldg., Helena, MT 59620
Telephone:	(406) 444-7210
Fax:	(406) 444-2529
Email:	NiOrta@mt.gov

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

State of Montana:	Contractor:
Signature:	Signature:
 <small>SFBAAABB9738647B...</small>	 <small>60DEAE1381CE4DC...</small>
Name:	Name:
Cheryl Grey	Steve Armellino
Title:	Title:
SFSD Administrator	President
Date:	Date:
3/21/2017	3/21/2017

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]

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

MASTER AGREEMENT
U.S. Armor Corporation
Master Agreement No: **2016-185**
(hereinafter "Contractor")

And
Montana
(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.)

[xx] The following changes are modifying or supplementing the Master Agreement terms and conditions.

ACCESS AND RETENTION OF RECORDS: Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. (18-1-118, MCA.)

ASSIGNMENT, TRANSFER, AND SUBCONTRACTING: Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent. (18-4-141, MCA.)

COMPLIANCE WITH LAWS: Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed,

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political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

CHOICE OF LAW AND VENUE: Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (18-1-401, MCA.)

HOLD HARMLESS/INDEMNIFICATION: Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

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MASTER AGREEMENT

U.S. Armor Corporation

Master Agreement No: **2016-185**

(hereinafter "Contractor")

And

Montana

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

Contractor: U.S. Armor Corporation

Name	Steve Armellino, President
Address	10715 Bloomfield Ave., Santa Fe Springs, CA 90670
Telephone	(562) 207-4240
Fax	(562) 207-4238
E-mail	stevea@usarmor.com

Participating Entity:

Name	Rhonda R. Grandy
Address	125 N Roberts, Room 165 Mitchell Bldg., Helena, MT 59620
Telephone	406-444-3320
Fax	406-444-2529
E-mail	rhgrandy@mt.gov

5. **Subcontractors:** All U.S. Armor Corporation Distributors authorized in the State of Montana, as shown on the dedicated U.S. Armor Corporation 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.


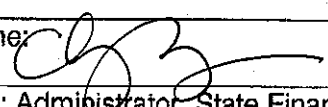
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Montana	Contractor: U.S. Armor Corporation
By: Cheryl Grey	By: 
Name: 	Name: STEPHEN ARMELLINO
Title: Administrator, State Financial Services Division	Title: PRESIDENT
Date: 5-17-16	Date: 5-16-2016