

**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  
**State of Alabama**  
(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. **See Attachment A**

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

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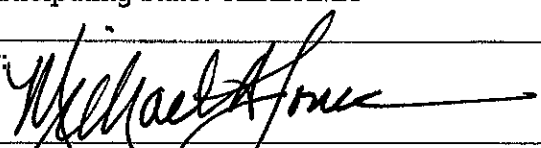
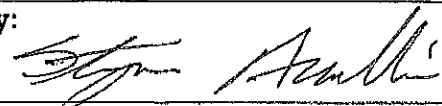
And  
**State of Alabama**  
(hereinafter "Participating State/Entity")

Participating Entity:

Name	Jennifer Loretz, Buyer
Address	100 North Union Street, Ste 192, Montgomery, AL
Telephone	334-242-7370
Fax	334-242-4419
E-mail	Jennifer.Loretz@purchasing.alabama.gov

5. **Subcontractors:** All U.S. Armor Corporation Distributors authorized in the State of Alabama, 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. **\*\* See Attachment A for requirements concerning instate distributors.**
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: ALABAMA	Contractor: <b>U.S. Armor Corporation</b>
By: 	By: 
Name: Michael S. Jones	Name: <b>STEPHEN ARMELLINO</b>
Title: State Purchasing Director	Title: <b>PRESIDENT</b>
Date: <b>6/17/16</b>	Date: <b>6-3-2016</b>

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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

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

**ATTACHMENT A**  
**PARTICIPATING ADDENDUM**

**For: The State of Alabama**  
**Under the NASPO ValuePoint Master Agreement**

**Utilization Reports – Monthly**

A utilization report shall be submitted to the Alabama Department of Finance, Division of Accounting and Administration for all state and local government entities purchases providing the following information:

The reports shall be in an Excel format. The reports will provide statistical data on all purchases made from the awarded contract by state and local procurement entities for the reported month. The reports shall be sent electronically (no hard copies required or permitted) to: [telecom.admin@isd.alabama.gov](mailto:telecom.admin@isd.alabama.gov). Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement.

The report shall be detailed; broken down by line item and include the following data:

1. Contract Number
2. Reporting Month and Year
3. Agency or local government entity
4. Commodity description
5. Line item quantity purchased for the reported month for each individual agency or local government entity.
6. Line item dollar amount (volume) purchased for the reported month for each individual agency or local government entity.
7. Subtotals for each category above.
8. Grand totals for each category above.
9. The Administrative Fee Dollar amount paid to the State each reported month.

**ADMINISTRATIVE FEE – Monthly**

The contractor shall submit a check, in addition to the utilization report, payable to the State of Alabama for the calculated administrative fee for an amount equal to one percent (1%) of total dollar amount for all sales made as stated above for a monthly period. A report is due even when there is no activity. The administrative fee and utilization report will be made on or before the 20<sup>th</sup> day of each month for the prior month's transactions made. The administrative fee will represent a one time payment for all sales made in the prior month and as adjusted for error corrections associated with earlier month.

The administrative fee check should be submitted to the following address:

Alabama Department of Finance  
Division of Accounting and Administration  
P. O. Box 300658  
Montgomery, AL 36130-0658

## **SPECIAL TERMS AND CONDITIONS**

All State agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

Section 41-16-27, Code of Alabama 1975 states that contracts for the purchase of personal property or contractual services other than personal services shall be let by competitive bid for periods not greater than five years. This agreement shall not exceed the original terms of the contract/agreement nor shall it exceed five (5) years whichever comes first.

Contract vendor must be actively subscribed and remain active with State Purchasing for the life of the contract. Subscriptions may be completed by following the "Pay Subscription Fee" link at <https://procurement.staars.alabama.gov> or follow the Vendor Self Service link at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

Contract vendor must comply with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535) and as amended by Act 2012-491. See page 3 of Attachment A.

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office.

Page 2, item 5 of the Participating Addendum: The State of Alabama contract users will only purchase items from distributors physically located within the State of Alabama. Contract Vendor must submit a list of authorized Alabama distributors prior to the execution of this agreement. Alabama distributors must create an account on the Vendor Self Service site (see web link above). However, distributors are not required to be actively subscribed.



STATE OF ALABAMA  
 Department of Finance  
 Division of Purchasing

100 North Union Street, Suite 192  
 Montgomery, Alabama 36130-2620  
 Telephone (334) 242-7250 Fax (334) 242-4419  
 www.purchasing.alabama.gov



Robert Bentley  
 Governor

Bill Newton  
 Acting Director of Finance

Michael A. Jones  
 State Purchasing Director

Dear Vendor:

Your company has been identified as the recommended awardee for a procurement by the Division of Purchasing for the State of Alabama. The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535) and as amended by Act 2012-491 affects this award. This law requires that as a condition for the award of any contract by the State to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. It further states that the business entity or employer who employs one or more employees within the State of Alabama shall provide documentation establishing that the business is enrolled in the E-Verify program. In order to comply with E-Verify requirement of Act 2011-535, if you employ persons within the State of Alabama, it is necessary that you provide a copy of your E-Verify MOU signed by both your company and the Department of Homeland Security. To enroll in the E-Verify program visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify). **The E-Verify MOU is required within 5 calendar days of this request.** E-Verify documentation should be identified with the bid number and buyer name. You may email the MOU to the buyer. The mailing address is: State of Alabama, Division of Purchasing, PO Box 302620 Montgomery, AL 36130-2620 The courier or hand delivery address is: State Of Alabama, Division of Purchasing 100 N. Union St. Suite 192, Montgomery Alabama 36104.

**If your company does not employ persons within the State of Alabama, sign this letter and return to us within 5 calendar days by one of the means listed above. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid.** If you have questions, please contact us at (334) 242-7250.

U.S. ARMOR CORP DOES NOT employ persons within the State of Alabama  
 (company name)

Stephen Armellino  
 (signature)

STEPHEN ARMELLINO PRES  
 (printed name) (title)

6-7-2016  
 (date)