

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

MASTER AGREEMENT
ONYX Protective Group, Inc. dba ONYX Armor
Master Agreement No: **164716**
(hereinafter "Contractor")
And
Alaska
PA No. 2021BA09
(hereinafter "Participating State/Entity")

1. **Scope:** This addendum covers the **Body Armor and Ballistic Resistant 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. **Shipping – Free on Board**

Contractor is responsible for transportation and handling charges, and the sale does not occur until the products arrive at the Purchasing Entity's specified location.

5. **Required Reports**

Contractor must submit quarterly reports to the Contracting Officer assigned by the State of 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 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

6. **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 **Contract Name (Body Armor)** and **PA Number (2021BA09)** on the check. Those checks submitted to the State without these identifiers will be returned to the contractor for additional identifying information.
- c. Administrative fee checks shall be submitted to:
State of Alaska
Department of Administration
Division of Procurement and Property Management (OPPM)
PO Box 110210
Juneau, Alaska 99811-0210
Attn: Statewide Contracting
- d. The Administrative fee shall not be included as an adjustment to the contractors Master Agreement pricing and shall not be shown as a sperate line item invoiced or charged to the Purchasing Agency.
- e. Payment of the administrative fee is due irrespective of payment status on orders from a Purchasing Agency.
- f. Administrative fee checks/payments are due for each quarter as follows:

<u>Reporting Period</u>	<u>Date Due</u>
State fiscal Quarter 1 (July 1 – Sept 30)	October 31
State fiscal Quarter 1 (Oct 1 – Dec 31)	January 31
State fiscal Quarter 1 (Jan 1 – Mar 31)	April 30
State fiscal Quarter 1 (Apr 1 – June 30)	July 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 person listed on this PA.

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

Contractor:

Name	Scotty Wylie
Address	ONYX Protective Group, Inc. dba ONYX Armor 7359 NW 34 ST Miami, FL 33122
Telephone	(904) 631-7051
E-mail	swylie@onyxarmor.com

Participating Entity:

Name	Shavonne Jordan
Address	State of Alaska, Department of Administration Division of Procurement and Property Management 333 Willoughby Ave., Suite 801 Juneau, AK 99811
Telephone	(907) 465-5682
E-mail	Shavonne.jordan@alaska.gov

8. **Subcontractors:** All ONYX Protective Group, Inc. dba ONYX Armor Distributors authorized in the State of Alaska, as shown on the dedicated ONYX Protective Group, Inc. dba ONYX Armor 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.
9. **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: ONYX Protective Group, Inc. dba ONYX Armor
By: <i>Shavonne Jordan</i>	By: <i>THOMAS WYLIK</i>
Name: Shavonne Jordan	Name: <i>THOMAS WYLIK</i>
Title: Statewide Contracting Officer	Title: <i>CEO</i>
Date: 3/04/2021	Date: <i>3/4/21</i>

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tara Larwick
Telephone	720-551-9530
E-mail	tlarwick@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]