

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

State of South Dakota – Contract 17495
(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.

Political subdivisions of the **State of South Dakota** may purchase directly from the Contractor according to their own procurement procedures.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the NASPO VALUEPOINT administrative fee.

Pursuant to Executive Order 2020-01, for contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (100,000.00) or more, by signing this Agreement Contractor certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Contractor further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.



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3. Participating State/Entity Modifications or Additions to Master Agreement:

Participating State/Entity to check one box.

[XX] No changes to the terms and conditions of the Master Agreement are required

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

Contractor: ONYX Protective Group, Inc. dba ONYX Armor

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

Participating Entity:

Name	Lisa Hubbard
Address	SD Office of Procurement Management 523 E Capitol Avenue Pierre, South Dakota 57501
Telephone	605-773-4580
Fax	605-773-4840
E-mail	lisa.hubbard@state.sd.us

- 5. Subcontractors:** All ONYX Protective Group, Inc. dba ONYX Armor Distributors authorized in the **State of South Dakota**, 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.
- 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.

Handwritten initials: JW


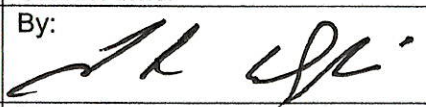
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: South Dakota	Contractor: ONYX Protective Group, Inc. dba ONYX Armor
By: 	By: 
Name: Steven L. Berg	Name: THOMAS WYLKE
Title: Director of Procurement	Title: CEO
Date: 04/06/2021	Date: 4/7/2021

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]

