IDAHO

State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD17200143
Account Number: AC-1
Revision Number: 01
Change Order Date: September 15, 2016
Service Start Date: September 16, 2016
Service End Date: March 15, 2018
Payment Method: Invoice
Payment Terms: No Payment Terms specified
Currency USD
FOB Instruction: Destination
Attachment(s): ChangeLog.htm :Purchase Order Change

Supplier

Vania Cotera
POINT BLANK ENTERPRISES
2102 sw 2nd st
Pompano Beach, FL 33069
Phone: 954-630-0900

Fax:

Email: vcotera@pbsinc.com

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

PADD17200143 Change Order 1

The purpose of this administrative change is to attach the signed Participating Addendum.

Contract History:

Contract initial term: 9/16/16 – 3/15/18. Estimated contract total: $265,000.00.

Amendment (Change Order) 1 value: $0.00.

Total estimated contract value: $265,000.00.

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Body Armor pursuant to NASPO ValuePoint Master Agreement Number 2016-181 (lead state: Colorado). The Contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against the Contract on an as needed basis. The Contract shall be for the period noted above and may be renewed per section 11, Term, of the Participating Addendum.

Contract Title:..... Body Armor

Contract Usage Type:.....Open Contract

Public Agency Clause: .....Yes

Contract Administration:....Jason Urquhart

---Phone Number:.....208-332-1608

---Fax Number:.....208-327-7320

---E-Mail:.....jason.urquhart@adm.idaho.gov

Contractor's Primary Contacts

---Attn:..... Camila Mota

Phone Number:..... 954-630-0900, Ext. 1524

E-Mail:..... coliveira@pbearmor.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

ESTIMATED CONTRACT TOTAL: The state of Idaho, Division of Purchasing can only give an approximation of the contract total dollar amount, and will not be held responsible for dollar figures given in this document.

QUANTITIES: The state of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1	0	LO	$265,000.00	$265,000.00

Item Description #1

Contract initial term: 9/16/16 – 3/15/18.

Delivery Date: September 16, 2016
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination
Attachment(s)
Special Instructions:

Sub-Total (USD)	$265,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$265,000.00

Note: If there is a ⇩ next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By : Jason R. Urquhart

IDAHO

State of Idaho

Participating Addendum

Purchase Order Summary

Purchase Order Number: PADD17200143
Account Number: AC-1
Purchase Order Date: September 9, 2016
Service Start Date: September 16, 2016
Service End Date: March 15, 2018
Payment Method: Invoice
Payment Terms: No Payment Terms specified
Currency USD
FOB Instruction: Destination
Attachment(s):

Supplier

Vania Cotera
POINT BLANK ENTERPRISES
2102 sw 2nd st
Pompano Beach, FL 33069
Phone: 954-630-0900

Fax:

Email: vcotera@pbsinc.com

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Body Armor pursuant to NASPO ValuePoint Master Agreement Number 2016-181 (lead state: Colorado). The Contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against the Contract on an as needed basis. The Contract shall be for the period noted above and may be renewed per section 11, Term, of the Participating Addendum.

Contract Title:..... Body Armor

Contract Usage Type:.....Open Contract

Public Agency Clause: .....Yes

Contract Administration:....Jason Urquhart

---Phone Number:.....208-332-1608

---Fax Number:.....208-327-7320

---E-Mail:.....jason.urquhart@adm.idaho.gov

Contractor's Primary Contacts

---Attn:..... Camila Mota

Phone Number:..... 954-630-0900, Ext. 1524

E-Mail:..... coliveira@pbearmor.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

ESTIMATED CONTRACT TOTAL: The state of Idaho, Division of Purchasing can only give an approximation of the contract total dollar amount, and will not be held responsible for dollar figures given in this document.

QUANTITIES: The state of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1	0	LO	$265,000.00	$265,000.00

Item Description #1

Contract initial term: 9/16/16 – 3/15/18.

Delivery Date: September 9, 2016
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination
Attachment(s)
Special Instructions:

Sub-Total (USD)	$265,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$265,000.00

Note: If there is a ⇩ next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By : Jason R. Urquhart

PARTICIPATING ADDENDUM
PARTICIPATING ADDENDUM NUMBER PADD17200143
NASPO ValuePoint
Body Armor Products
Administered by the State of **Colorado** (hereinafter "Lead State")

MASTER AGREEMENT
POINT BLANK ENTERPRISES, INC.
Master Agreement No: **2016-181**
(hereinafter "Contractor")
And
STATE OF IDAHO
(hereinafter "Participating State/Entity")

1. **Scope:** This Participating Addendum ("PA") covers the **NASPO ValuePoint Body Armor Products Master Agreement** led by the State of Colorado (Master Agreement No: 2016-181) for use by state agencies and other entities.

2. **Participation:** Use of NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state 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.

   This PA is for the benefit of state of Idaho (also identified herein as the "Participating Entity") agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. "Public agency" means any city or political subdivision of this state, including, but not limited to counties; school districts; highway districts; and port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the state of Idaho. The agencies identified in this paragraph, are referred to herein as Purchasing Entities.

   It will be the responsibility of the Purchasing Entity to independently contract (i.e., issue Purchase Orders) with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts. The Purchasing Entity will issue individual releases (Purchase Orders) against this PA on an as-needed basis during the term of this PA.

3. **Participating State Modifications or Additions to Master Agreement:**
   Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PA:

a. **Reporting.** The Contractor shall provide:

   i. Any reports specifically required by the Master Agreement to be reported to Participating Entities.

   ii. At the Division of Purchasing's request, custom reports, which may include, but not be limited to, reporting on the most common items purchased; comparisons between ordering agencies; reports to aid ordering agencies in inventory control; and reports

that identify delivery time frames per order. Contractor will provide custom reports in Excel format as requested by the Division of Purchasing, on an occasional basis (no more frequently that four [4] times per contract year), at no additional charge.

b. Idaho Administrative Fee. A 1.25% Administrative Fee will apply to all purchases made under the resulting PA by any state or public agency in Idaho. On a quarterly basis, the Contractor shall remit to the state of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales made under the PA. Administrative Fee payments and reports to the state of Idaho are due no later than 30 calendar days after the end of each calendar quarter. Pricing has been adjusted to incorporate the Administrative Fee so that the price to ordering agencies will reflect the adjustment. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the state of Colorado Master Agreement (Master Agreement No: 2016-181).

State of Idaho Reporting Time Line:

1st Quarter: July 1 – September 30
2nd Quarter: October 1 – December 31
3rd Quarter: January 1 – March 31
4th Quarter: April 1 – June 30

Report of Contract Purchases:
Quarterly reports must accompany each Administrative Fee payment; and be furnished electronically in Microsoft Excel format. These reports will include the names of the accounts corresponding to the account numbers. For each account number, you must provide a listing of all items purchased during the prior quarter indicating the item # and description, the quantity delivered, the delivery destination, the date of delivery, the unit prices, and the total dollar amount (as well as any other data elements required by the state of Idaho). Accounts must be grouped, with state agencies grouped separately from political subdivisions (e.g., cities, counties, school districts, water districts, etc.). The reports shall also include the Contractor's name the PA number.

The report must be emailed to: purchasing@adm.idaho.gov.

Administrative Fee Payment checks must be made out and mailed to:

Division of Purchasing, State of Idaho
P.O. Box 83720
Boise, ID 83720-0075

c. **Current Product and Price Sheet.** The Product and Price sheet with the heading "Point Blank Enterprises, Inc.; Pricing Effective Date: March 25, 2016; NASPO ValuePoint Master Agreement #: 2016-181" is hereby incorporated into PADD17200143.

d. **Governing Law.** The state of Idaho's PA and all purchase orders issued thereunder by ordering agencies shall be construed in accordance with, and governed by the laws of the state of Idaho, and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada County in the state of Idaho in the event of any dispute with respect to the PA.

e. **Taxes.** Notwithstanding anything to the contrary in the Master Agreement, for this PA or any Purchase Order issued under this PA, all prices are exclusive of any sales, use, excise taxes, gross receipts in lieu of sales tax, or any other transaction taxes or similar taxes or fees assessed by any taxing jurisdiction (collectively "Sales Taxes"), and Sales Taxes shall be charged separately. The Participating Entity or Purchasing Entity, as the case may be, will provide the Contractor with an acceptable Idaho sales tax exemption/resale certificate as well as a multijurisdictional exemption/resale certificate.

f. **Assignment.** Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the state of Idaho. All rights of action, however, for any breach of the PA are reserved to the state of Idaho. (I.C. § 67-9230(1)).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the state of Idaho shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state of Idaho may treat violation of the clause as an event of default.

g. Amendments to the Master Agreement. Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PA unless:

i. The state of Idaho elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within 10 business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 3.g.i will result in the amendment to the Master Agreement being automatically incorporated into this PA.

OR

ii. The adjustment to prices due to the Idaho Administrative Fee (see Section 3.b) causes a need for the Contractor to identify to the state of Idaho prices specific to this PA, in which case, the prices will not be incorporated into the PA until an amendment to the PA is executed by the parties.

h. Insurance. Notwithstanding Section VI.A, Insurance, of Master Agreement No: 2016-181, the Master Agreement is supplemented with the following provisions:

i. REQUIREMENT TO PROVIDE PROOF OF INSURANCE: The Contractor shall provide certificates of insurance to the state of Idaho for all of the types of insurance required in the Master Agreement and in this PA. These certificates must be provided within seven (7) business days after the effective date of this PA, and the Contractor must keep the state of Idaho current with its proof of insurance throughout the term of the PA (including both the initial term and any renewal terms).

ii. STATE OF IDAHO REQUIREMENTS FOR WORKER'S COMPENSATION INSURANCE: For Worker's Compensation insurance, the Contractor must provide either a certificate of Worker's Compensation insurance issued by a surety licensed to write Worker's Compensation Insurance in the state of Idaho or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

Additionally, the employer's liability shall have limits not less than $100,000 each accident for bodily insurance by accident, $500,000 disease policy limit, and $100,000 disease, each employee.

iii. GOVERNING LAW AND VENUE FOR INSURANCE: The Contractor shall not provide insurance pursuant to this PA that is governed by the laws of any country, or that has a venue, outside of the United States of America.

iv. AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF IDAHO: All insurers for insurance provided pursuant to this PA must be authorized to conduct business in the state of Idaho.

v. STATE OF IDAHO AS ADDITIONAL INSURED: The liability insurance coverage required for performance of the PA shall include the state of Idaho and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this PA.

The Contractor must provide proof of the state of Idaho and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the state of Idaho and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the state of Idaho and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

vii. ACCEPTABLE INSURERS AND DEDUCTIBLES: Insurance coverage required under the PA shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the state of Idaho on or related to the PA and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

For any surplus lines insurer, the Contractor must provide to the state of Idaho evidence of such insurer's current A.M. Best Financial Strength Rating and current

Financial Size Category, and the Contractor must provide updates to this information throughout the term of the PA if there are any changes.

viii. WAIVER OF SUBROGATION: All policies shall contain waivers of subrogation. The Contractor waives all rights against the state of Idaho and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the state of Idaho.

i. **Priority of Documents.** This PA consists of and precedence is established by the order of the following documents:

i. This PA; and
ii. The Master Agreement (including Master Agreement No. 2016-181 Section I.C., Master Agreement Order of Precedence).

The parties intend to include all items necessary for the proper completion of the scope of work. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Master Agreement differ from the terms in this PA, the terms and conditions of this PA shall apply.

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

Contractor: Point Blank Enterprises, Inc.

Name	Camila Mota, Sales & Marketing
Address	2102 SW 2nd St., Pompano Beach, FL 33069
Telephone	954-630-0900, Ext. 1524
E-mail	coliveira@pbearmor.com

PARTICIPATING ADDENDUM
PARTICIPATING ADDENDUM NUMBER PADD17200143
NASPO ValuePoint
Body Armor Products
Administered by the State of **Colorado** (hereinafter "Lead State")

MASTER AGREEMENT
POINT BLANK ENTERPRISES, INC.
Master Agreement No: **2016-181**
(hereinafter "Contractor")
And
STATE OF IDAHO
(hereinafter "Participating State/Entity")

Participating Entity:

Name	Jason Urquhart, Purchasing Officer
Address	Division of Purchasing 650 W. State St., RM. B-15 P.O. Box 83720 Boise, ID 83720-0075
Telephone	208-332-1608
Fax	208-327-7320
E-mail	jason.urquhart@adm.idaho.gov

5. **Subcontractors:** All Point Blank Enterprises, Inc. Distributors authorized in the State of Idaho, as shown on the dedicated Point Blank Enterprises, Inc. NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Distributors' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement, but, Distributors actually authorized to do business in Idaho under this PA are limited as follows:

   a. **Current Authorized Distributors.** The attached Distributor list, which was incorporated by the state of Colorado into Master Agreement No. 2016-181 on June 27, 2016, is hereby incorporated into this PA; however, only the following Distributors listed as Distributor/Agent (Idaho) are authorized as Distributors for Idaho under this PA:

      i. Territorial Supplies, Inc.
      ii. Galls-Bluementhal Uniforms

   b. **Distributor Authorization Process.** The process for becoming a Distributor authorized by the state of Idaho under this PA is as follows:

      i. An Idaho Purchasing Entity submits a written request to the Division of Purchasing to add a vendor that desires to become a Distributor authorized to do business in Idaho under this PA.
      ii. The Division of Purchasing emails the vendor a copy of the Attachment 1 - Distributor Form found in Master Agreement No. 2016-181, and advises the vendor to submit that to the state of Colorado.
      iii. Once the state of Colorado adds that vendor as a Distributor to Master Agreement No. 2016-181, the state of Idaho issues an amendment to Point Blank Enterprises, Inc. for signature. Once the Division of Purchasing signs

the amendment and it is fully executed, the Division of Purchasing will notify the newly authorized Distributor.

c. **Payment to Distributors, if Necessary.** All Distributors authorized in the state of Idaho as shown within section 5.a. above, are approved to provide sales and service support to participants in the NASPO Master Price Agreement; as well as to invoice and receive payment from Purchasing Entities on Contractor's behalf.

6. **Orders:** Any Purchase Order placed by a 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) the Master Agreement unless the parties to the Purchase Order agree in writing that another contract or agreement applies to such Purchase Order.

7. **Website Ordering:** Neither Point Blank Enterprises, Inc. nor any of its Distributors are authorized to allow Purchasing Entities to place orders via any website.

8. **Lease Agreements:** A lease agreement has not been approved for use for procuring agencies within the state of Idaho.

9. **Applicable Terms:** The Participating Entity agrees to the terms of the Master Agreement only to the extent the terms are not in conflict with this PA or with applicable law.

10. **Records Maintenance:** The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor for the costs authorized by the PA. These records shall be retained by the Contractor for at least three (3) years after the PA terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

11. **Term:** The initial term of this PA will be effective upon execution by the parties and continue through March 15, 2018, with the option to renew upon mutual, written agreement between the parties for up to three (3) consecutive one (1) year terms.

12. **Entire Agreement:** This PA and the Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the

PARTICIPATING ADDENDUM
PARTICIPATING ADDENDUM NUMBER PADD17200143
NASPO ValuePoint
Body Armor Products
Administered by the State of **Colorado** (hereinafter "Lead State")

MASTER AGREEMENT
POINT BLANK ENTERPRISES, INC.
Master Agreement No: **2016-181**
(hereinafter "Contractor")
And
STATE OF IDAHO
(hereinafter "Participating State/Entity")

terms and conditions of this PA and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this PA or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this PA as of the date of the last signature below.

Participating State: State of Idaho	Contractor: Point Blank Enterprises, Inc.
By:	By:
Name: Jason R. Urquhart	Name: IVAN HABIBE
Title: Purchasing Officer	Title: CFO
Date: 9/15/16	Date: 9/12/16