

State of Idaho Contract Number PADD20210885 Amendment No. 2

Parties

Agency	Contractor
Department of Administration	Point Blank Enterprises, Inc.
650 W. State St.	2102 SW 2 nd Street
Boise, ID 83702	Pompano Beach, FL 33062

Contract Summary

Contract Name: Body Armor and Ballistic Resistant	Current Contract Value: \$3,250,000.00
Products	Contract Usage Type: Open
Contract Description: Body Armor and Ballistic Resistant	
Products for the State of Idaho through NASPO ValuePoint	
Original Effective Date: June 25, 2021	
Current Expiration Date: November 10, 2025	

Agency Contacts

Contact Name	Contact Type	Contact Email
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
Jared Kleiman	1(954) 630-0900 ext. 1709	jkleiman@pbearmor.com

Recitals

- 1. The Parties entered into a Contract (PADD20210885) for Body Armor and Ballistic Resistant Products for the State of Idaho, through NASPO ValuePoint, effective June 25, 2021.
- 2. The Contract was amended on August 22, 2023, via Amendment No. 1, which renewed the Contract and obtained Contractor certification of Idaho Code 67-2359.
- 3. The Contract was renewed on October 26, 2022, for a one-year period.
- 4. With this Amendment No. 2, the Parties desire to renew the contract and obtain Contractor certification of Idaho Code 67-2347A, as further detailed below.

Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The Contract is renewed from November 11, 2023, to November 10, 2025.

- 2. Pursuant to Idaho Code section 67-2347A (Effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement, engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.
- 3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
- 4. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration	Point Blank Enterprises, Inc.
Signature: Jake Nay Name: Jake Nay	Signature: Hoyt Schmidt (Oct 9, 2024 13:39 EDT) Name: Hoyt Schmidt
Title: Contract Administrator	Title: Executive Vice President
Date: 10/9/2024	Date: 10/09/2024



State of Idaho Contract Number PADD20210885 Amendment No. 1

Parties

Agency	Contractor	
Department of Administration	Point Blank Enterprises, Inc.	
650 W. State St.	2102 SW 2 nd Street	
Boise, ID 83702	Pompano Beach, FL 33062	
		1

Contract Summary

Contract Name: Body Armor and Ballistic Resistant	Current Contract Value: \$2,500,000.00
Products	Estimated Lifetime Value: \$3,250,000.00
Contract Description: Body Armor and Ballistic Resistant	Contract Usage Type: Open
Products	
Original Effective Date: 6/25/2021	
Current Expiration Date: 11/10/2023	

Agency Contacts

Contact Name	Contact Type	Contact Email
Jake Nay	(208) 332-1600	Jake.nay@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
Daniela Domenecci	1(954) 630-0900 ext. 1329	ddomenecci@pbearmor.com

Recitals

- 1. The Parties entered into a Contract (PADD20210885) for Body Armor and Ballistic Resistant Products for The State of Idaho, effective 6/25/2021.
- 2. The Contract was renewed on 10/26/2022 for a one-year period.
- 3. With this Amendment No. 1, the Parties desire to renew the contract for one year and obtain Contractor certification of Idaho Code 67-2359, as further detailed below.

Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

- 1. The Contract is renewed from November 11, 2023, to November 10, 2024.
- 2. Pursuant to Idaho Code 67-2359, the Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China.

- 3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
- 4. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration	Point Blank Enterprises, Inc.
Signature: <u>Jake Nay.</u> Name: <u>Jake Nay.</u>	Signature: Hoyt Schmidt
Title:Contract Administrator	Title: EVP Of Commercial Business
Date: 8/22/2023	Date: 8/21/2023



Exclusion Search Results 0 Total Results

Filter by:

Keyword (ALL)

Status

"Point Blank Enterprises, Inc."

Active

Idaho Division of Purchasing

Renewal

Purchase Order Name:

Body Armor and Ballistic Resistant Products

Contract Number:

PADD20210885

Parties:

State of Idaho

POINT BLANK ENTERPRISES, INC

This Renewal Value:

1,250,000.00 USD

Total Contract Value:

1,750,000.00 USD

Start Date:

11/11/2022 12:00 AM

End Date:

11/10/2023 11:59 PM

Contract Managers: David Miller; David.Miller@adm.idaho.gov

Instructions

PADD20210885, Body Armor and Ballistic Resistant Products(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter to PADD20210885 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Daniela Domenecci

+1 954-630-0900 ext. 1329 ddomenecci@pbearmor.com

Payment Details

Payment Terms: Net 30

Signature signed By:

David Miller / Contract Administrator 10:24:13 -06'00'

Digitally signed by David Miller / Contract **Administrator** Date: 2022.10.26

MASTER AGREEMENT AMENDMENT

Amendment # 1	aster Agreement # 164719	Amendment CMS # 174637
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1. PARTIES

This Amendment to the above-referenced Master Agreement ("Contract") is entered into by and between **Point Blank**Enterprises, Inc (hereinafter called "Contractor"), and the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "State"), and collectively referred to as the "Parties."

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into a Master Agreement effective **November 10, 2020**, that authorized Participating States to execute Participating Addenda with the Contractor for Body Armor and Ballistic Resistant Products, as set forth in the NASPO ValuePoint Master Agreement, Contract number **164719**.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on November 11, 2022, and ending on November 10, 2023.

7. START DATE

This Amendment shall take effect on the later of the Effective Date or November 11, 2022.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR	STATE OF COLORADO
Point Blank Enterprises, Inc	Jared S. Polis, Governor
By: Hoyt Schmidt Title: EVP Docusigned by: toyt Schmidt Date:	Department of Personnel and Administration Tony Gherardini, Essentiates Director Duty Chapman By: John Chapman, State Barrahasang Manager Date: 4/19/2022

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD

DocuSigned by:	
By: Rachael Kamlet	Date: 4/21/2022
GD1AC497138C48B Rachael Kamlet	-

SAM.GOV°

Exclusion Search Results 0 Total Results

Filter by:

Keyword (ALL)

Status

"Point Blank Enterprises

Active

Inc."

Oct 25, 2022 07:46:15 PM GMT



BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho

Department of Administration Division of Purchasing

650 West State Street, Room 100 Boise, ID 83702

Telephone: (208) 327-7465

Email: purchasing@adm.idaho.gov www.purchasing.idaho.gov

October 17, 2022

Point Blank Enterprises, Inc. Attn: Daniela Domenecci

VIA ELECTRONIC TRANSMISSION ddomenecci@pbearmor.com

RE:

Renewal of Contract PADD20210885, a Contract for Body Armor and Ballistic Resistant

Products, for the State of Idaho

Expiring 11/10/2022

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is <u>November 11, 2022, to November 10, 2023</u>. The same terms, conditions and prices prevail for the contract renewal period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your renewal documents.

If the terms of this renewal letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Contract Administrator Idaho Division of Purchasing

David Miller

Contractor agrees to the terms detailed herein:
COMPANY: Point Blank Enterprises, Inc.
Name & Title (Printed): Hoyt Schmidt, EVP of Commercial Business
Signature:
Date:
Idaho Division of Purchasing
Name & Title (Printed): David Miller / Contract Administrator
Signature: David Miller
Date: _10/26/2022
If you need to update the contact information for this contract, please do so below.
UPDATED CONTRACTOR CONTACT INFORMATION for PADD20210885
Contact Name
Title Address
Auditos
Phone
Fax E-mail
L-IIIaii

IDAHO

Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Body Armor and Ballistic Resistant Products

Contract Number: PADD20210885

Contract Value: 500,000.00 USD

Purchase Order Date: 7/1/2020

Submitted By: Travis Vasceannie, Jason Urquhart

Supplier Shipping Details

POINT BLANK ENTERPRISES, INC Ship FOB: Destination, Prepaid

[[Street Line 1 (* POINT BLANK ENTERPRISES

[[Street Line 2 (* POINT BLANK ENTERPRISE: Shipping Instructions: Ship to Ordering

[[City/Town (* POINT BLANK ENTERPRISES, Agency

[[State/Province (* POINT BLANK

ENTERPRISES, INC)]], [[Postal Code (* POINT BLANK ENTERPRISES, INC)]]

Phone: [[Phone Number (* POINT

BLANK ENTERPRISES, INC) |

Fax: [[Fax Number (* POINT BLANK

ENTERPRISES, INC)]]

Email: ddomenecci@pbearmor.com

Bill To Address Ship To Address

Agency

DOP - Various State Agencies Ship to Ordering

State of Idaho

Various Locations See Below for Details on Specific Locations Various, Idaho 83702

 Phone:
 208-327-7465
 Phone:
 208-327-7465

 Fax:
 208-327-7320
 Fax:
 208-327-7320

Email:purchasing@adm.idaho.govEmail:purchasing@adm.idaho.govMail Stop:DOP - Various LocationsMail Stop:DOP - Various Locations

Payment Details

Payment Terms: Net 30

IDAHO

Participating Addendum

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Body Armor and Ballistic Resistant Products, awarded pursuant to State of Colorado Master Agreement [[Parent Contract]], issued as a cooperative contract in conjunction with NASPO ValuePoint. This Contract is issued on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327 and shall be for the period noted above. It may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the RFQ.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Daniela Domenecci

Phone: +1 954-630-0900 ext. 1329

E-mail: ddomenecci@pbearmor.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this PADD will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

This PADD, including any attached files, constitutes the State of Idaho's acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

- 1. This PADD
- 2. State of Colorado's original sourcing event, AR-21-001
- 3. The Contractor's signed Proposal

Special Instructions:		
Internal Comments:	 	

IDAHO

Total USD \$500,000.00

Signature : Justin Gross

Signed By:

Justin Gross Gross
Date: 2021,06.28
12:53:03-06'00'

NASPO ValuePoint

PARTICIPATING ADDENDUM

BODY ARMOR AND BALLISTIC RESISTANT PRODUCTS

Led by the State of Colorado



Master Agreement #: 164719

Participating Addendum #: PADD20210885

Contractor: **POINT BLANK ENTERPRISES, INC.**

Participating State: STATE OF IDAHO

Master Agreement Terms and Conditions:

- Scope: This Participating Addendum (PA) covers 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
 authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief
 Procurement Official.
- 2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Idaho. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. All state of Idaho agencies and public agencies (as defined by Idaho Code, Section 67-2327) (both referred to as "Purchasing Entities" within this PA) are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint Master Agreement and those within this PA. Public agencies include any city or political subdivision of the state of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the state of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency 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.
- 3. <u>Primary Contacts</u>: The primary contact individuals for this PA are as follows (or their named successors):

Contractor (Primary)

and the same of th	
Company Name:	Point Blank Enterprises, Inc.
Name:	Daniela Domenecci
Address:	2102 SW 2 nd Street, Pompano Beach, Fl. 33069
Telephone:	954-630-0900
Email:	ddomenecci@pbearmor.com

PARTICIPATING ADDENDUM



BODY ARMOR AND BALLISTIC RESISTANT PRODUCTS

Led by the State of Colorado

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Part	101	nating	Entity
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Name:	Jason Urquhart	
Address:	650 W. State St., Room 100, Boise, ID 83702	
Telephone:	208-332-1608	
Fax:	208-327-7320	
Email:	jason.urguhart@adm.idaho.gov	

4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating State. Participating State must check one of the boxes below.

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

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

4.a Reporting and Administrative Fee.

i. Idaho Administrative Fee. A 1.25% Administrative Fee will apply to all purchases made under this PA by any Purchasing Entity. On a quarterly basis, the Contractor shall remit to the Division of Purchasing (DOP) 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. Pricing has been adjusted to incorporate the Administrative Fee so that the price to Purchasing Entities 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 #: 164719). 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

ii. Reporting Timeline. Administrative Fee payments and reports to DOP are due no later than thirty(30) calendar days after the end of each calendar quarter detailed below:

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

iii. Required Reports. Two (2) quarterly reports must accompany each Administrative Fee payment and be furnished electronically in Microsoft Excel format. The required reports are: 1) PADD Summary Usage Report; and 2) Detailed Usage Report. The PADD Summary Usage Report can be

NASPO ValuePoint PARTICIPATING ADDENDUM

BODY ARMOR AND BALLISTIC RESISTANT PRODUCTS

Led by the State of Colorado



found on the "Information for Vendors" page of DOP's website: https://purchasing.idaho.gov/information-for-vendors/. The Detailed Usage Report template is attached to this PA as **Attachment 1**.

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

- 4.b **Governing Law.** This PA and all orders issued thereunder by Purchasing Entities 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.
- 4.c **Assignment.** The 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 Participating State. All rights of action, however, for any breach of the PA are reserved to the Participating State. (I.C. § 67-5726(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 Participating State shall have no obligation to make payment to an assignee until thirty (30) calendar 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 Participating State may treat violation of the clause as an event of default.
- 4.d Amendments. 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 the Participating State elects not to incorporate an amendment by providing written notification to Contractor, which notice must be provided within ten (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 4.d will result in the Master Agreement amendment automatically being incorporated in this PA.
 - If the Contractor adjusts its prices specifically for Idaho pursuant to this PA due to Idaho's administrative fee (see section 4.a, Reporting and Administrative Fee, above), then the Contractor must provide an updated price list to the Division of Purchasing prior to price changes being effective.
- 4.e **Applicable Terms.** The Participating State agrees to the terms and conditions of the Master Agreement only to the extent that the terms and conditions are not in conflict with this PA or with the laws of the state of Idaho.

PARTICIPATING ADDENDUM

BODY ARMOR AND BALLISTIC RESISTANT PRODUCTS

Led by the State of Colorado



- 4.f **Records Maintenance.** The Contractor shall maintain or supervise the maintenance of all financial records necessary to properly account for all payments made to the Contractor for the costs authorized by the PA. These financial records shall be retained by the Contractor for at least three (3) years after the PA terminates or expires, or until all audits initiated within the three (3) years have been completed, whichever is later.
- 4.g **Termination for Convenience.** The Participating State may terminate this PA for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days' written notice to the Contractor specifying the date of termination if the Participating State determines it is in its best interest.
- 4.h Termination for Default. The Participating State may terminate this PA when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days, unless such longer period of time is mutually agreed upon between the parties in writing. The Participating State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

A Purchasing Entity may terminate an order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or non-compliance within thirty (30) calendar days of receiving written notice of said breach or non-compliance.

4.i Public Records and Trade Secrets. Title 74, Chapter 1, Idaho Code (the Public Records Act) provides for the examination of public records, including records related to procurements and contracts. Section 74-107 details an exemption to examination of records deemed "trade secrets." Generally, this exemption describes trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy."

Upon request, the Contractor must provide an electronic copy of any documents related to this PA, with any information it has determined to meet the Idaho Code definition of trade secret redacted within three (3) business days. The Contractor must redact only that information which meets the definition of "trade secret;" entire documents identified as "confidential" will not be accepted. The Contractor must also provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Document; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the Participating State's procurement personnel to determine the precise

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NASPO ValuePoint PARTICIPATING ADDENDUM

BODY ARMOR AND BALLISTIC RESISTANT PRODUCTS

Led by the State of Colorado



text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law. In the event the Participating State or Purchasing Entity receives a request pursuant to the Public Records Act, which includes information deemed "trade secret" by the Contractor, the Contractor must agree to defend and indemnify the Participating State or the Purchasing Entity against any claim brought challenging the denial of the request under the trade secret exemption. Failure of the Contractor to provide an electronic copy of the redacted documents, or to defend and indemnify the Participating State or Purchasing Entity, will result in the full (unredacted) document being released in response to the request.

- 5. <u>Subcontractors</u>: All contactors, dealers, and resellers authorized in the state of Idaho, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer 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.
- 7. <u>Lease Agreements:</u> Leases Agreements are not applicable to this PA.
- 8. <u>Website or Portal Terms and Conditions:</u> If the Contractor (or a third-party partner of the Contractor) provides any website or portal through which orders can be placed, any terms and conditions related to any such website or portal are void.
- 9. On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. Contractor must agree to the following certification: failure to do so will result in the state of Idaho not being able to award this PA. Do you certify as follows?

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

NASPO ValuePoint PARTICIPATING ADDENDUM

BODY ARMOR AND BALLISTIC RESISTANT PRODUCTS

Led by the State of Colorado



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Yes, we certify per the above	No, we do not certify

NASPO ValuePoint

PARTICIPATING ADDENDUM

BODY ARMOR AND BALLISTIC RESISTANT PRODUCTS





Certified for Contractor by (name and title):	Hoyt Schmidt,	EVP of	Commercial	Business	
Signature:					
Date:					
IN WITNESS WHEREOF, the parties have execut parties below.	ed this Adden:	dum as c	of the date	of execution by I	ootl

Participating Entity: State of Idaho	Contractor: Point Blank Enterprises, Inc.
Signature:	Signature:
Justin Gross Date: 2021.06.28 12:30:08	Hoyl Black
Name:	Name:
Justin Gross	Hoyt Schmidt
Title:	Title:
Procurement Supervisor	EVP Of Commercial Business
Date: 06/28/2021	Date: 6/23/2021

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tara Larwick
Telephone:	720-551-9530
Email:	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.