

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

**MASTER AGREEMENT**  
**Safariland, LLC**  
Master Agreement No: **164720**  
(hereinafter "Contractor")  
And  
**State of Iowa**  
(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.

a. Choice of Law and Forum: The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa Law. Any and all litigation commenced in connection with this Contract shall solely be brought in the District Court of the State of Iowa in the county where venue is appropriate. Alternatively, if venue is proper in federal court, suit shall solely be brought in the United States District Court for the Northern or Southern District of Iowa, wherever jurisdiction is appropriate. Nothing contained in this provision shall be construed as waiving any immunity, which may be available to the state.

- 3.2 **Reports:** The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities, description, and dollar volume purchases by each purchaser.

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- 3.3 **Discounts:** Contractor's price shall be discounted using the discounts approved and agreed to with NASPO Master Price Agreement and by Participating State by signing the Participating Addendum. The state discount on the State of Iowa NASPO Master Agreement web site are considered to be the minimum discount offered. The Contractor may offer within written quotes, a higher discount than the approved minimum discount for volume purchases of for competitive reasons.
- 3.4 **Payment Terms:** Payment for equipment shipments and/or services rendered will be made within 30 days following the invoice date. In the case of projects, invoices will be submitted on an approved milestone basis. Payment will be due within 30 days of the invoice date of the approved milestone. After 60 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor: Safariland, LLC

Name	Jaime Marini
Address	13386 International Parkway Jacksonville, FL 32218
Telephone	(904) 807-1928
E-mail	Jaime.Marini@Safariland.com

Participating Entity:

Name	Randy Worstell
Address	1305 E. Walnut St., Des Moines, IA 50319
Telephone	515-443-3004
E-mail	randy.worstell@iowa.gov

5. **Subcontractors:** All Safariland, LLC Distributors authorized in the State of Iowa, as shown on the dedicated Safariland, LLC 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.

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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: State of Iowa	Contractor: Safariland, LLC
By: <i>Randy Worstell</i>	By: <i>Jaime S Marini</i>
Name: Randy Worstell	Name: Jaime S. Marini
Title: Purchasing Agent III	Title: Program Manager
Date: 1/8/2021	Date: 1/8/2021

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](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases]