

Participating Addendum

Between Safeware, Inc. & Mallory Safety and Supply LLC. ("Contractor")

AND

State of Iowa (acting by and through the Department of Administrative Services) (" Department ")

Master Agreement #: 4400008468

Contractor: Safeware, Inc. & Mallory Safety and Supply LLC.

Participating Entity: State of Iowa

The following products or services are included in this contract portfolio:

Public Safety and Emergency Preparedness Equipment and Related Services

1. Scope: This addendum allows for the purchase of the following Public Safety and Emergency Preparedness Equipment and Related Services led by the County of Fairfax, Virginia 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: Use of this specific US Communities Cooperative Contract by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State of Iowa 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.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the terms of US Communities County of Fairfax, Virginia Master Agreement.
2. US Communities County of Fairfax, Virginia Master Agreement (includes negotiated Terms & Conditions).
3. The Solicitation including all Addendums and;

4. Contract Vendor's response to the solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the County of Fairfax, Virginia and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The Solicitation language prevails unless a mutually agreed exception has been negotiated.

4. **PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT:** These modifications or additions apply only to actions and relationships within the Participating Entity. The following changes are modifying or supplementing the Master Agreement terms and conditions.

a. Pricing: The pricing terms and discount matrix from the Master Agreement 4400008468 shall flow down this PA. Any adjustment or amendment of the pricing will not be effective unless approved by the *County of Fairfax, Virginia* for the Master Agreement. The participating State of Iowa will be giving the immediate benefit of any nationwide published commercial price list decrease.

c. Delivery: FOB Destination Freight Prepaid.

f. Contract Effective Dates: This PA is effective upon final signature of all parties, and shall be coterminous with Master Agreement.

g. Purchase Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement and PA shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement and PA unless: (a) the parties to the order agree in writing that another contract or agreement applies to such order; (b) it is a purchase from an agency that is not mandated to purchase under this agreement and elects to purchase under an alternative agreement; and/or (c) the state agency elects not to purchase under this agreement under its sole discretion (it is a state agency's obligation to purchase under the correct contract vehicle).

All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum must include the Participating Addendum number 4400008468 and the Master Agreement number 4400008468 on the order.

h. Non Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict state and other governmental entities from acquiring similar, equal or like goods and/or services from other contracted entities or sources.

- j. Quarterly Usage Reporting Requirement: Quarterly usage reports must be submitted to the Participating Addendum Administrator. The initiation and submission of the quarterly reports are the responsibility of the OEM. There will be no prompting or notification provided by the Participating Addendum Administrator. Failure to comply with this requirement may result in Participating Addendum cancellation. Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 30

Quarter #2: October 1 through December 31, due annually by January 30

Quarter #3: January 1 through March 31, due annually by April 30.

Quarter #4: April 1 through June 30, due annually by July 30.

Contractor shall provide an electronic detailed quarterly report on ALL sales made under this Contract via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: Issuing Officer Name Julie Janssen email Julie.Janssen@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, product description, product item number, quantity, unit and extended invoices unit and extended invoice prices.

- k. Payment Terms NET 60: Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. 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 will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
- l. Compliance with the Law; Nondiscrimination in Employment: The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers.

Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

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



Contractor

Name: Rick Bond, Vice President of Sales
Address: Safeware, Inc, 4403 Forbes Blvd, Lanham, MD 20706
Telephone: 301-542-3258
Email: rbond@safewareinc.com

Participating Entity

Name: Julie Janssen, Purchasing Agent III
Address: Hoover Building, 3rd Floor, 1305 E Walnut Street, Des Moines, Iowa 50319
Telephone: 515-281-5602
Email: Julie.Janssen@iowa.gov

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

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| Participating State: State of Iowa | Contractor: Safeware Inc |
| Signature:  | Signature:  |
| Name: Julie Janssen | Name: Richard L Bond |
| Title: Purchasing Agent III | Title: Vice President |
| Date: 2/11/2019 | Date: 2-11-19 |