

PARTICIPATING ADDENDUM
NASPO ValuePoint
Body Armor Products
Administered by the State of Colorado (hereinafter “Lead State”)

MASTER AGREEMENT
(Vendor Name)
Master Agreement No:
(hereinafter “Contractor”)

And

The State of Florida
(hereinafter “Participating State/Entity”)
Alternate Contract Source No. 46151504-NASPO-17-ACS

1. **Scope:** This addendum covers the **Body Armor 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. **Order of Precedence:**
 - A. A Participating Entity’s Participating Addendum (“PA”);
 - B. Colorado NASPO Valuepoint Master Agreement RFP-NK-15-001 (includes negotiated Terms & Conditions);
 - C. The Solicitation including all Addenda; and
 - D. Contract Vendor’s pricing document.

4. Participating State/Entity Modifications or Additions to 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.

(These modifications or additions apply only to actions and relationships within the Participating State of Florida.)

- A. Upon execution of this Addendum, eligible users, in accordance with Section 2, may purchase products and services under contract using the State of Florida alternate contract source number 46151504-NASPO-17-ACS.

Eligible users acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Addendum.

- a. Contractor acknowledges that Participating State is an agency of the State of Florida and mandated by the State of Florida that every contract must include the list of terms and conditions stated in State of Florida Form PUR 1000, General Contract Conditions, which is incorporated by reference.
- b. Discriminatory Vendors. A vendor placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.
- c. Effective Date: This Addendum shall become effective on the last date signed below and is coterminous with the Master Agreement, unless terminated earlier by the Participating State.
- d. Vendor Registration and Transaction Fees: In order to complete any transaction between an Individual Customer and the Contractor, the Contractor must be registered with the Department of State, Division of Corporations (www.sunbiz.org) and in [MyFloridaMarketPlace](#). Section 287.042(1)(h), Florida Statutes, and Rule 60A-1.031, Florida Administrative Code, is hereby incorporated by reference. All transactions are subject to a transaction fee pursuant to the rule.
- e. Purchases: In order to procure products and services hereunder, eligible users shall issue purchase orders or use a purchasing card which shall reference Florida alternate contract source number 46151504-NASPO-17-ACS. Eligible users are responsible for reviewing the terms and conditions of this Addendum including all Exhibits.
- f. Compliance with Laws: The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Rule 60A-1 of the Florida Administrative Code govern this Addendum. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for termination or nonrenewal of this Addendum.
- g. Additional Eligible User Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before an eligible user can make a purchase under this Addendum, the eligible user is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.
- h. Provisions of section 287.058, Florida Statutes: The provisions of section 287.058(1)(a)-(c) and (g), Florida Statutes, are hereby incorporated by reference.
- i. If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(2)(b), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.10. The State of Florida's performance and obligation to pay under this Addendum is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.

(e) Public Records: IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CONTRACT MANAGER.

- j. Annual Appropriation: Pursuant to section 287.0582, F.S., if the ACS binds the State or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the ACS is contingent upon an annual appropriation by the Legislature.
- B. Employment Eligibility Verification: Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall require resellers/partners performing work or providing services under this Addendum to utilize the E-Verify system to verify employment of all new employees hired by the reseller/partner during the Addendum term.
- C. Price List/Preferred Price: The Contractor's price list will be the same as the NASPO ValuePoint price list, and the Department will post a link on the Department's website to the price list posted on the NASPO ValuePoint website. Contractors are encouraged to

provide special pricing and/or tiered discount rates applicable to State of Florida Eligible Users wherever possible.

- D. **Scrutinized Company List:** In executing this Addendum, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, created pursuant to sections 215.473, and 215.4725, Florida Statutes, respectively. Pursuant to subsection 287.135(5), Florida Statutes, Contractor agrees the Participating State may immediately terminate this Addendum for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, during the term of the Addendum.
- E. **Orders:** Any Order placed by eligible users for a product and/or service available from the Master Agreement shall be deemed to be a sale under and governed by the prices and other terms and conditions of the Master Agreement and this Addendum.
- F. **Electronic Invoicing:** The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

Contractor must be able to accept purchase orders via fax, e-mail, or the MyFloridaMarketPlace (MFMP).

a. **EDI (Electronic Data Interchange)**

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

b. **PO Flip via AN**

The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

- G. **Contract Quarterly Reports:** The Contractor shall submit a Quarterly Report electronically to the Participating State/Entity within 30 days of the end of the quarter. The Participating State/Entity reserves the right to require the Contractor to provide additional reports within 30 days written notice as mutually agreed to by the parties. Failure to provide the Quarterly Report or other reports requested by the Participating State/Entity may result in the Contractor being found in default and may result in termination of this Addendum.

Sales will be reviewed on a quarterly basis. Should no sales be recorded in two consecutive contract quarters, the Participating State/Entity may terminate this Addendum.

The reporting periods coincide with the State of Florida's fiscal year which is July 1st through June 30th of each year. The quarters are divided as follows:

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

- H. **Business Review Meetings:** The Participating State/Entity reserves the right to schedule business review meetings as frequently as necessary. The Participating State/Entity will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Participating State/Entity for review and acceptance. The Contractor shall address the agenda items and any of the Participating State/Entity's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and Addendum termination.
- I. **Commitment to Diversity in Government Contracting:** The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.
- Upon request, the Contractor shall report to the Office of Supplier Diversity spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period. Commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Addendum.
- J. **Cooperation with the Inspector General:** Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
- K. **Certification of Drug-Free Workplace:** In executing this Addendum, Contractor certifies that it has implemented a drug-free workforce program.

L. **Resellers/Partners:** The Contractor may use resellers/partners in order to provide equipment and services. All resellers/partners shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms and conditions within Master Agreement and this Addendum. The Contractors resellers/partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Addendum. If a reseller/partner is authorized to conduct business on behalf of the Contractor and the reseller/partner is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller/partner shall be resolved between the Contractor and the reseller/partner. The State of Florida is not a party to any agreement entered into between the Contractor and its resellers/partners. The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such resellers/partners and shall ensure that all such resellers/partners meet the following requirements:

- Have an ACTIVE Registration with the Florida Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

5. **Lease Agreements:** Leasing, renting or purchasing equipment is not allowed throughout the term of this contract.

6. **Restrictions:**

- A. Leasing, renting or purchasing equipment is not allowed throughout the term of this contract.
- B. Professional Services

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

Contractor:

| | |
|-----------|--|
| Name | |
| Address | |
| Telephone | |
| E-mail | |

Participating Entity: State of Florida

| | |
|-----------|--|
| Name | Leneka Williams |
| Address | 4050 Esplanade Way, Ste. 360, Tallahassee, FL 32399-0950 |
| Telephone | 850-488-8367 |
| E-mail | leneka.williams@dms.myflorida.com |

8. Subcontractors: All (Vendor Name) Distributors authorized in the State of Florida, as shown on the dedicated (Vendor Name) 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.

9. Terms: The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

10. Services: The terms of the Master Agreement shall apply each time Participating Entity or Purchasing Entity engages Contractor to provide services. All services provided will be described in one or more of the following documents:

- (i) "Service Descriptions" used to describe any services purchased by an entity;
- (ii) any mutually agreed upon "Statement of Work" ("SOW") executed by the parties.

11. Delivery: In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the location specified on the Purchase Order without additional cost. If there is a special case where inside delivery fee must be charged and is clearly specified on Participating Entity or Purchasing Entity's order, the Contractor will notify them in advance in order for the Participating Entity or Purchasing Entity to determine if the additional cost will affect the decision to utilize the Contractor.

12. Insurance: Contractor shall have the option to self-insure, as long as Contractor maintains an audited net worth (Shareholder's Equity) of \$100,000,000.00.

13. Payment: Provided Participating Entity or Purchasing Entity is qualified for credit with Contractor, payment is due no later than 30 days from the invoice date. Payments may be made via a State or political subdivision purchasing card if presented at time of order.

14. Entire Agreement; Modifications: Neither Contractor nor Participating Entity or Purchasing Entity will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Addendum. Any different or additional provisions in purchase orders, invoices or similar documents issued by Participating Entity or Purchasing Entity at any time are hereby deemed refused by Contractor and such refused provisions will be unenforceable. Except as otherwise provided in this Addendum, no modification to this Addendum will be binding unless in writing and signed by an authorized representative of each party.

15. Warrant of Authority: Each person signing this Addendum warrants that he or she is duly authorized to do so and to bind the respective party.

16. Contract Number:

All purchase orders issued by purchasing entities within the jurisdiction of this Addendum shall include the Participating State Addendum Number: 46151504-NASPO-17-ACS.

This Addendum and Master Agreement number RFP-NK-15-001 (administered by the State of Colorado) 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 terms and conditions of this Addendum and the Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Contract 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 Addendum and the Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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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: Florida | Contractor: |
| By: | By: |
| Name: Debra Forbess | Name: |
| Title: Director of Administration | Title: |
| Date: | Date: |

| |
|---|
| Participating State Chief Procurement Official: |
| By: |
| Name: Rosalyn Ingram |
| Title: Director of State Purchasing and Chief Procurement Officer |
| Date: |

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

| | |
|-------------------------------------|--|
| Cooperative Development Coordinator | Tim Hay |
| Telephone | 503-428-5705 |
| E-mail | thay@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]