PARTICIPATING ADDENDUM
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 Arkansas]
(hereinafter "Participating State/Entity")

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. **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

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

CHANGES: The following changes to the terms and conditions are as. follows:

a. Payments and Invoice Provisions: Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the contractor has successfully satisfied the ordering agency as to the goods and/or services purchased or rented. Vendors should invoice the ordering agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60th) day from the date of the invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after date of invoice. Payments may also be made via a Purchasing Entity's "Purchasing Card."

All invoices should be forwarded to:
Agency Name
Attention: Accounts Payable Address
City, Arkansas Zip Code

b. Purchase Order Instructions: All purchase entities issuing valid purchase orders will bound by the terms and conditions of the NASPO ValuePoint/State of Arizona Master Agreement including, without limitation, the obligation to pay the contractor for product and/or services provided. The parties acknowledge and agree that orders submitted to the contractor from a purchasing entity through the purchasing entity's business procurement card are authorized purchase orders under the NASPO ValuePoint Master Agreement.

c. Price Agreement Number: All purchase orders issued by the purchasing entities within the jurisdiction of this Participating Addendum shall include the ValuePoint Contract # 2016-178, agency name, address, name of contact person and phone number.

d. Reporting: The vendor agrees to provide a quarterly report to the Arkansas primary contact within thirty (30) days following the quarter being reported. Reports should include the following data: agency name and address, product description, quantity, unit and extended prices.

e. Record Retention: The contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

f. Delivery: Free On Board Destination

g. Taxes: Personal Property tax will not be charged to Arkansas state agencies.

h. Cancellation: The State may cancel this Participating Addendum by giving the contractor and NASPO ValuePoint written notice of such cancellation thirty (30) days prior to the date of cancellation.

i. Governing Law: The laws of the State of Arkansas shall govern this agreement.

j. Venue and Jurisdiction: Venue for any claim, dispute, or action concerning an order placed against the contract shall be Pulaski County, Arkansas.

k. Sovereign Immunity: Nothing under this agreement or the Master Agreement shall be deemed or construed as a waiver of the State's right to sovereign immunity.

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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 Oliveira, Sales & Marketing
Address	2102 SW 2nd Street, Pompano Beach, FL 33069
Telephone	(954) 630-0900 Ext. 1524
E-mail	coliveira@pbearmor.com

Participating Entity:

Name	Tim O'Brien
Address	1509 W. 7th Street, Room 300, Little Rock, AR 72201
Telephone	501-324-9320
Fax	501-324-9311
E-mail	Timothy.O'Brien@dfa.arkansas.gov

5. **Subcontractors:** All Point Blank Enterprises, Inc. Distributors authorized in the State of Arkansas, 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 Distributor's 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.

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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:	Contractor: **Point Blank Enterprises, Inc.**
By:	By:
Name:	Name:
Title:	Title:
Date:	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]