

**Participating Addendum for
Body Armor and Ballistic Resistant Products
between
DuPage County Illinois
and
Safariland, LLC**

This Participating Addendum is entered into by DuPage County, a political subdivision of the State of Illinois ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 198469, executed by Contractor and the State of Colorado ("Lead State") for Body Armor and Ballistic Resistant Products ("Master Agreement"):

Safariland, LLC ("Contractor")
13386 International Parkway
Jacksonville, FL 32218

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Jaime Marini
Program Manager
Jaime.Marini@Safariland.com
904.705.1759

Participating Entity's contact for this Participating Addendum is:

Valerie Calvente
Chief Procurement Officer
valerie.calvente@dupagecounty.gov
630-407-6184

- II. TERM.** This Participating Addendum is effective as of the date of **November 11, 2025**, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all approved departments under the jurisdiction of DuPage County. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. DuPage County is authorized to procure services per Procurement Ordinance FI-O-0016-24 (effective November 26, 2024) and 30 ILCS 525/2 "Governmental Joint Purchasing Act".
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entity.
 - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entity.
 - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

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Any amendment to the Master Agreement shall be concluded solely by written amendment hereto agreed by and between the Parties.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. ORDERS.** Approved departments that fall under the jurisdiction of Purchasing Entity may place orders under this Participating Addendum. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. PAYMENT.** Original invoices must be presented for payment in accordance with instructions contained on the Purchasing Entity's Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The Purchasing Entity shall pay all invoices within sixty (60) days of receipt pursuant to 50 ILCS 505, the Illinois "Local Government Prompt Payment Act". Interest on late payments shall be assessed in accordance with the requirements of the Local Government Prompt Payment Act. Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.
- VIII. INDEMNIFICATION.** In addition to the indemnification requirements set forth by the Master Agreement, the Parties agree that nothing contained herein, nor within the Master Agreement, shall be construed as prohibiting the Purchasing Entity, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and reasonable expenses incurred in the Purchasing Entity's or the Contractor's defense of any such claims, actions, or suits. Further, nothing contained herein or within the Master Agreement shall be construed as constituting a waiver of the Purchasing Entity's defenses or immunities under the Illinois Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.
- IX. INSURANCE.** Paragraph 13.3 of the Master Agreement is modified as follows:
- Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$2 million per occurrence and \$2 million general aggregate; as well as Employer's liability coverage in the amount of \$1 million per occurrence, accident, employee, and/or disease; Umbrella Excess Liability coverage in the amount of \$2 million per occurrence; and Business Auto liability coverage in the amount of \$1 million per occurrence;
- 13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.3.4 The Purchasing Entity shall be named as additional insured on all certificates of insurance required by this Section.

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- X. **FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- XI. **NOTICE.** Any notice required herein shall be sent to the following:
- | | |
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| For Contractor: | For Participating Entity: |
| Jaime Marini
Program Manager
Jaime.Marini@Safariland.com
904.705.1759 | Valerie Calvente
Chief Procurement Officer
valerie.calvente@dupagecounty.gov
630-407-6184 |
- XII. **SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represent and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

[Redacted Signature]

James Duncan

Printed Name

Vice President and General Manager, Global Armor

Title

October 23, 2025

Date

PARTICIPATING ENTITY:

[Redacted Signature]

Valerie Calvente

Printed Name

Chief Procurement Officer

Title

October 23, 2025

Date