



**Alternate Contract Source (ACS)
No. 46151500-NASPO-21-ACS
For
Body Armor and Ballistic Resistant Products**

This Alternate Contract Source Contract (“ACS”) is made by and between the State of Florida, Department of Management Services (Department), an agency of the State of Florida (State), and GH Armor Systems Inc. (Contractor), collectively referred to herein as the “Parties.”

This ACS, along with Exhibit A, Exhibit B, and Exhibit C, constitute the State of Florida Participating Addendum to the NASPO ValuePoint Master Agreement Number 164713, Body Armor and Ballistic Resistance Products (Master Agreement). This ACS covers the Body Armor and Ballistic Resistant Products let by the State of Colorado for use by state agencies and other entities, as permitted by their own laws, ordinances or rules.

The Department is authorized by section 287.042(16), Florida Statutes, “To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract.”

The State of Colorado, acting by and through the National Association of State Procurement Officials’ (NASPO) cooperative contracting arm, NASPO ValuePoint, competitively procured Master Agreement Number 164713, attached hereto as Exhibit C. The Master Agreement became effective on November 10, 2020, and is scheduled to expire on November 10, 2022. Renewal options are available.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative source contract is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

The initial term of this ACS will begin March 16, 2021, or on the date the ACS is fully signed by all Parties, whichever is later. The ACS will expire on November 10, 2022, unless terminated earlier by the Participating State or by the Department in accordance with Exhibit B, Special Contract Conditions.

**Alternate Contract Source (ACS)
No. 46151500-NASPO-21-ACS
For
Body Armor and Ballistic Resistant Products**

2. The ACS and Order of Precedence.

All Exhibits attached or listed below are incorporated in their entirety into, and will form part of, this ACS. Exhibit A, Exhibit B, and this ACS document constitute the Participating Addendum to the Master Agreement, and modify or supplement the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence shall apply:

- a) This ACS and amendments, with the latest issued having priority.
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: Master Agreement Number 164713, Body Armor and Ballistic Resistance Products

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this ACS.

Upon execution of this ACS, agencies (as defined in section 287.012, Florida Statutes) may purchase products and services under this ACS using this State of Florida ACS No. 46151500-NASPO-21-ACS. Any product or service not offered on the Master Agreement is not approved for purchase under this ACS. Agencies acknowledge and agree to be bound by the terms and conditions of this ACS.

4. Primary Contacts

Department's Contract Manager:

Shaveon Nelson
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-1214
Email: Shaveon.Nelson@dms.fl.gov

Contractor's Contract Manager:

Chris Grado
GH Armor Systems
1 Sentry Drive, P.O. Box 280

**Alternate Contract Source (ACS)
No. 46151500-NASPO-21-ACS
For
Body Armor and Ballistic Resistant Products**

Dover, TN 37058
606-219-5159
cgrado@gharmorsystems.com

6. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

7. Entire Agreement of the Parties

This document and amendments, with the latest issued having priority, and Exhibit A and Exhibit B constitute the Participating Addendum. The Participating Addendum and Exhibit B constitute the ACS Contract and the entire understanding of the Parties. Any amendments to this ACS must be in writing and signed by the Parties.

IN WITNESS THEREOF, the Parties hereto have caused this ACS, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This ACS is not valid and binding until signed and dated by the Parties.

GH Armor Systems

DocuSigned by:
Chris Grado
B271019BBE8E448...
Chris Grado
General Manager/VP

3/1/2021 | 1:57 PM EST

Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:
Tami Fillyaw
991459A211104A3...
Tami Fillyaw
Chief of Staff

3/2/2021 | 4:36 PM EST

Date: