

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Safe Life Defense LLC, with a principal place of business in Henderson, NV (the "Contractor") that the contract between them originally dated as of July 15, 2024, Contract # 48381, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment A, Scope of Services**. The scope of services is amended as follows:

Section 1 of Attachment A is amended by the addition of the following requirements:

Add item g-h.

g. Tactical Uniform Shirt Carrier, Midnight Blue, Medium. Safe Life Defense SKU#SLD-TUSC-MN-M, \$179.10 each.

h. Uniform Shirt Carrier Name Patch – AddOn – Midnight Blue, Safe Life Defense SKU#SLD-USP-MN-NT-ADDON, \$5.00 each.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 03 all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

SAFE LIFE DEFENSE LLC.

By: _____

By: _____

Name: Wanda Miloni

Name: _____

Title: Commissioner – Buildings & General Services

Title: _____

Date: _____

Date: _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Safe Life Defense LLC, with a principal place of business in Henderson, NV (the "Contractor") that the contract between them originally dated as of July 15, 2024, Contract # 48381, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment A, Scope of Services**. The scope of services is amended as follows:

Attachment A is amended by the addition of the following requirements

Add item c – Item f

c. Concealed Carrier, Compatible with safe life defense ballistic panel, 10 point adjustable with four comfort straps, 2 low profile pockets for level four hard plates, cooling mesh liner, water resistant 600d polyester with rip stop, Colors: Black, Desert Sand, White, Sizes 4XS, 3XS, 3XS short, 2XS, 2XS short, 1XS, 1XS short, Small, Small short, Medium, Medium Short, Large, Large short, XL, XL short, 2XL, 2XL short, 3XL, 3XL short, 4XL, 4XL short, 5XL, 5XL short, 6XL, 6XL short, 7XL, \$71.10 each.

d. Tactical Carrier - Compatible with safe life defense ballistic panel, 2 expanded low profile pockets for maximum protection with level four hard plats or FRAS ® Plates, side straps include low profile pockets for additional side armor, patches (front and rear with optional custom drag handle name tag), Blank front and rear ID patches included, 6 point adjustable with 2 tactical comfort straps, Water resistant nylon construction, cooling mesh liner,, ad custom name patch (+15.00), Colors: Black, Coyote Tan, Navy Blue, OD Green, Sizes 4XS, 3XS, 3XS short, 2XS, 2XS short, 1XS, 1XS short, Small, Small short, Medium, Medium Short, Large, Large short, XL, XL short, 2XL, 2XL short, 3XL, 3XL short, 4XL, 4XL short, 5XL, 5XL short, 6XL, 6XL short, 7XL, \$179.10 each.

e. Trip Mag Pouch, Finish. Grid finish, Haircell finish, Compatible with all .40, 9mm and .357 sig double stack magazines, .24 lbs., durable, independently adjustable mag bays, Hyperlock™ attachment system, will fit all molle and slide on systems, ultralow profile (0.03”), toolless mounting, open top Design, upgraded Stainless Steel Hardware w/lock tight, Made in the USA. \$39.60 each.

f. Baton Holder, Finish, Grid Finish, Haircell finish, Compatible with all telescoping batons, 0.12lbs. dual adjustability, Hyperlock™ attachment system, will fit all molle and slide on systems, ultralow profile (0.03”), toolless mounting, open top design, quack and secure access to your baton without flaps, upgraded stainless steel hardware w/lock tight, Made in the USA., \$30.60 each

Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 02, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

SAFE LIFE DEFENSE LLC.

By: _____

By: _____

Name: Jennifer M.V. Fitch
Commissioner - Buildings and
Title: General Services

Name: _____
Title: _____

Date: _____

Date: _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Safe Life Defense LLC, with a principal place of business in Henderson, NV (the "Contractor") that the contract between them originally dated as of July 15, 2024, Contract # 48381, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment A, Scope of Services**. The scope of services is amended as follows:

Attachment A is amended by the description of the following:

- a. Tactical Uniform Style HIPERLINE™ Level IIIA with Multi Threat Ballistic Panels, two uniform side straps, one name tag patch Plain, +\$5.00 if Customized, Color: Midnight Blue or Black, Length: Regular or Short, Safe Life #SLD-HL.HG2-TUSC-B-Size. Indicate Color, Size and Length at time of ordering.
Pricing: Small – Large \$1,078.20 each, 3XL \$1,127.70 each, 4XL \$1,145.70 each, 6XL \$1,163.70 each, 7XL \$1,186.20 each.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 01, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

SAFE LIFE DEFENSE LLC.

By: _____

By: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: BGS Commissioner

Title: _____

Date: _____

Date: _____

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings & General Services (hereinafter called “State”), and Safe Life Defense LLC, with a principal place of business in Henderson, NV,(hereinafter called “Contractor”). Contractor’s form of business organization is limited liability company. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is commodities generally on the subject of Body Armor. Detailed requirements to be provided by Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$100,000.00.
4. **Contract Term.** The period of contractor’s performance shall begin on July 15, 2024 and end on July 31, 2026 with an option to renew for three additional one year terms upon mutual agreement of both parties.
5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.
8. **Attachments.** This contract consists of 6 pages including the following attachments which are incorporated herein:
 - Attachment A - Statement of Work
 - Attachment B - Payment Provisions
 - Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/7/2023)
9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:
 - (1) Standard Contract
 - (2) Attachment C (Standard Contract Provisions for Contracts and Grants)

- (3) Attachment A
- (4) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

1. The Contractor shall provide:
 - a. Tactical Uniform Style HYPERLINE™ Level IIIA with HG2 Multi Threat Ballistic Panels, two uniform side straps, 1 name tag patch (customizable), Color: Midnight Blue, Sizes: XS – 7XL, Safe Life #SLD-HL.HG2-TUSC-MN-Size. Indicate size at time of ordering. \$1078.20/Each
 - b. Tactical Belt, Compatible with molle, slide on and clip on pouches, 2” dual layer load bearing belt system with locking inner and outer belt, Outer Belt: 2” width with hook and loop fastener to par with inner belt, constructed with exclusive Safe Life Defense double layer ultra ridge nylon webbing, Genuine AustriAlpin Cobra® Buckle, Inner Belt: 2: width with hook and loop closure (no buckles needed), Tapered end for easy threading through belt loops, constructed of heavy duty Nylon Scuba Webbing (Suitable for EDC use). Color: Black, Sizes: S (24-29), M (30-36), L (37-42), XL (43-48), 2XL (49-54), 3XL (55-60). Lifetime warranty. Indicate size at time of ordering. \$121.50/Each.
2. **RETURNS:** All items returned to Safe Life Defense must undergo a quality control check for both their physical condition and the reason for your return. Items shall be returned within 30 days from the date they were received. To be eligible for a full refund, less the return shipping cost, your gear must be in the same condition in which it was received. Contractor does not issue refunds for custom orders, personalized patches. Upon arrival of your returned item(s) at contractor’s facility, your refund will be issued within 7-10 business days to the original payment method on file. To start a hassle-free return, please email returns@safelifedefense.com with your name and order number.
3. **EXCHANGES:** All exchanged items must undergo a quality control check for both their physical condition and the reason for your exchange. Items shall be exchanged within 30 days from the date they were received. To be eligible for an exchange, your gear must be in new, clean, resalable condition, you must be a U.S. domestic customer. Contractor is unable to authorize exchanges from custom orders. To start an exchange and receive a FREE Shipping label for U.S. orders only, just email Fit@safelifedefense.com With your name and order number. Please note the contractor may require you to send them specific pictures and sizing information to find your perfect fit.
4. **WARRANTY:** Each product purchased hereunder shall include a manufacturer’s written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty. Contractor shall furnish the State with copies of the applicable written warranty whenever a product is purchased under this Agreement.
5. **DELIVERY:** Destination for product delivery shall be Vermont Department of Motor Vehicles, Attn: Jessica Bates, 120 State Street, Montpelier, VT 05602-2838. Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted

commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.

6. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
7. **DEFAULT:** In case of default of the Contractor, the State may procure the materials or supplies from other sources and hold the Contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:
 - a. **For the Contractor:**

Name: Paul Nowakowski
Phone: 725-218-3127
Email: paul@safelifedefense.com

- b. **For the State:**

Name: State of Vermont, Deb LaRose, State Purchasing Agent II
Address: 133 State Street, 5th Floor, Montpelier, VT 05633-8000
Phone: 802/249-2817
Email: Deborah.larose@vermont.gov

9. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent.
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
5. Contractor shall submit invoice(s) to: Vermont Department of Motor Vehicles, Attn: Jessica Bates, 120 State Street, Montpelier, VT 05602-2838.
6. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment A.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.