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State of Idaho

[open\\_in\\_new](#)**CHANGE ORDER - 03****Change Order Summary**

**Purchase Order Name:** EF Johnson/PADD

**Purchase Order Number:** PADD17200253

**Contract Number:**

**Revision Number:** 03

**Change Order Date:** June 27, 2019

**Service Start Date:** July 1, 2019

**Service End Date:** June 30, 2021

**Submitted By:** Danny Downen

**Do Not Dispatch:** No

**Hold Purchase/CO Dispatch:** No

**Received by type:** Quantity

**Supplemental Data**

**Type:** PADD

**Service Start Date:** 07/01/2019

**Service End Date:** 06/30/2021

PADD17200253, Radios for various State of Idaho Agencies, institutions, departments, and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is renewed for an additional period of time, as provided above. All of terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed extension letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an

**General Instructions:**

estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Contract History:

Original Contract: (10/27/16 - 6/30/18), \$350,000.00

Amendment 1:  
Administrative Change,  
\$0.00

Amendment 2: Renewal  
(7/1/18 – 6/30/19),  
\$50,000.00

Amendment 3: Renewal  
(7/1/19 - 6/30/21),  
\$100,000.00

Total estimated contract value: \$500,000.00

NO OTHER CHANGES NOTED

**Supplier**

Ryan Wray  
E.F. Johnson Company  
1440 Corporate Drive  
Irving, TX 75038  
**Phone:** 972-819-2394

**Fax:**

**Email:** rwrap@efji.com

**Shipping Details**

**Delivery Date:** June 30, 2021  
**Shipping Method:** Delivery  
**Shipping Instructions:**  
**Ship FOB:** Destination

**Buyer Contact**

Danny Downen  
Tel:208-332-1605  
Fax: 208-327-7320  
daniel.downen@adm.idaho.gov

**Bill To Address**

DOP - Various State Agencies  
State of Idaho  
Various Locations  
See Below for Details on Specific Locations  
Various, Idaho 83702  
**Phone:** 208-327-7465

**Ship To Address**

DOP - Various State Agencies  
State of Idaho  
Various Locations  
See Below for Details on Specific Locations  
Various, Idaho 83702  
**Phone:** 208-327-7465

**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

**Payment Details**

**Payment Method:** Invoice  
**Payment Terms:** NET30

**Item Type Details**

**Item Type:**  
**Item Type Supplemental Data:**

**Additional Information**

**Change Order Summary**

Item	Data Changed	Old Value	New Value
Buyer Defined Field	Supplemental Data Field "Service End Date" gets changed	06/30/2019	06/30/2021
Buyer Defined Field	Supplemental Data Field "General Instructions" gets changed	<p>PADD17200253, Radios for various State of Idaho Agencies, institutions, departments, and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is renewed for an additional period of time, as provided above. All of terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed extension letter is attached and incorporated herein by reference.</p> <p>Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.</p> <p>Contract History:                      Original Contract: (10/27/16 - 6/30/18), \$350,000.00                      Amendment 1: Administrative Change, \$0.00                      Amendment 2: Renewal (7/1/18 - 6/30/19), \$50,000.00</p>	<p>PADD17200253, Radios for various State of Idaho Agencies, institutions, departments, and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is renewed for an additional period of time, as provided above. All of terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed extension letter is attached and incorporated herein by reference.</p> <p>Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.</p> <p>Contract History:                      Original Contract: (10/27/16 - 6/30/18), \$350,000.00                      Amendment 1: Administrative Change, \$0.00                      Amendment 2: Renewal (7/1/18 - 6/30/19), \$50,000.00</p>

		Total estimated contract value: \$400,000.00  NO OTHER CHANGES NOTED	Amendment 3: Renewal (7/1/19 - 6/30/21), \$100,000.00  Total estimated contract value: \$500,000.00  NO OTHER CHANGES NOTED
Line Item DeliverByDate	Need by Date changed on Line Item  <b>This Participating Addendum (PADD) covers the Public Safety Communications contract issued by the State of Washington to E.F. Johnson Company (Master Agreement No. 06913) for use by state agencies and other entities located in the State of Idaho.</b>	Jun 30 2019 6:00AM	Jun 30 2021 6:00AM
Item Unit Price	Unit Price changed on Line Item  <b>This Participating Addendum (PADD) covers the Public Safety Communications contract issued by the State of Washington to E.F. Johnson Company (Master Agreement No. 06913) for use by state agencies and other entities located in the State of Idaho.</b>	50000.000000	100000.000000
Header Attachment	Attachment gets deleted	PADD17200253_fully executed.pdf	
Header Attachment	Attachment gets Added		PADD17200253_EFJ signed.pdf
Header	Attachment gets		1523056006_EFJ Master

Attachment	Added		Agreemeent Amendment 3(1).pdf
Buyer Defined Field	Supplemental Data Field "Service Start Date" gets changed	07/01/2018	07/01/2019
Item Total Amount	Total Amount changed on Line Item  <b>This Participating Addendum (PADD) covers the Public Safety Communications contract issued by the State of Washington to E.F. Johnson Company (Master Agreement No. 06913) for use by state agencies and other entities located in the State of Idaho.</b>	50000.00	100000.00
Item Description	Commodity line item description changed	This Participating Addendum (PADD) covers the Public Safety Communications contract issued by the State of Washington to E.F. Johnson Company (Master Agreement No. 06913) for use by state agencies and other entities located in the State of Idaho.	Renewal (7/1/19 - 6/30/21) This Participating Addendum (PADD) covers the Public Safety Communications contract issued by the State of Washington to E.F. Johnson Company (Master Agreement No. 06913) for use by state agencies and other entities located i

### Instructions

PADD17200253, Radios for various State of Idaho Agencies, institutions, departments, and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is renewed for an additional period of time, as provided above. All of terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed extension letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

#### Contract History:

Original Contract: (10/27/16 - 6/30/18), \$350,000.00

Amendment 1: Administrative Change, \$0.00

Amendment 2: Renewal (7/1/18 – 6/30/19), \$50,000.00

Amendment 3: Renewal (7/1/19 - 6/30/21), \$100,000.00

Total estimated contract value: \$500,000.00

NO OTHER CHANGES NOTED

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
1.00	0	LO	#1	Renewal (7/1/19 - 6/30/21) This Participating Addendum (PADD) covers the Public Safety Communications contract issued by the State of Washington to E.F. Johnson Company (Master Agreement No. 06913) for use by state agencies and other entities located in the State of Idaho.	91365	100,000.00	\$0.00	\$100,000.00



**Special Instructions:**

**Internal Comments:**

**TOTAL: (USD)** \$100,000.00

**Signature :** \_\_\_\_\_

**Signed By :**







State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>MASTER AGREEMENT AMENDMENT</b>	
	Contract No.:	06913
E.F. Johnson Company 1440 Corporate Dr. Irving, TX 75038-2401	Amendment No.:	23 <del>MA</del> SA
	Effective Date:	July 1, 2018

~~Third MA~~ SA  
~~SECOND AMENDMENT~~

TO

**CONTRACT NO. 06913**

**NASPO VALUEPOINT PUBLIC SAFETY COMMUNICATIONS EQUIPMENT**

~~Third MA~~ SA  
This ~~Second~~ Amendment ("Amendment") to Contract No. 06913 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and E.F. Johnson Company, a Minnesota corporation ("Contractor") and is dated as of July 1, 2018.

#### RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain NASPO ValuePoint Master Agreement No. 06913 for Public Safety Communications Equipment dated effective as of September 29, 2015 ("Contract").
- B. The Parties previously amended the Contract 06913 as follows:
  - a. Amendment No. 1 dated effective July 1, 2016 extended the Master Agreement term through June 30, 2018.
- C. The Parties intend to amend the Contract to extend the Master Agreement term an additional three (3) years.
- D. The Amendment set forth herein is within the scope of the Contract.
- E. The Parties now desire to amend the Contract as set forth herein.

#### AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **CONTRACT EXTENSION.** The Parties mutually agree to extend NASPO ValuePoint Master Agreement 06913 through June 30, 2021.

2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**E.F. JOHNSON COMPANY**  
**A MINNESOTA CORPORATION**

By: 

Name: Duane Anderson  
 Title: Senior Vice President, Chief Financial Officer

Date: 2/5/2018

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: Scott Smith  
 Title: IT Contracts Manager

Date: February 20, 2018

*3 ME*

**PARTICIPATING ADDENDUM  
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM  
Public Safety Communication Equipment 2015-2020  
Administered by the State of Washington (hereinafter "Lead State")**

Master Agreement  
E.F. Johnson Company  
Washington Contract No: 06913  
(hereinafter "Contractor")

And

State of Idaho Department of Administration Division of Purchasing  
(hereinafter "Participating State")

1. **Scope:** This Participating Addendum (PADD) covers the purchase of public safety communication equipment led by the State of Washington (Master Agreement No. 06913) for use by state agencies and other entities located in the State of Idaho, as provided below. This PADD is limited to E.F. Johnson Company products under the awarded following category:

**Radios:**

Subcategory: Portable, Dual-Band

Subcategory: Portable, Single-Band tier I

Subcategory: Portable, Single-Band tier II

Subcategory: Portable, Single-Band tier III

Subcategory: Mobile, Single-Band tier I

Subcategory: Mobile, Single-Band tier II

Subcategory: Desktop, Single-Band tier I

Subcategory: Desktop, Single, Band tier II

Category: Base Station/Repeaters, Single-Band tier II

2. **Participation:** Use of NASPO ValuePoint (formerly "WSCA" or "WSCA-NASPO") cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state 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.

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Ordering Entity will issue individual releases (orders) against this PADD on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

**INDIVIDUAL CUSTOMER:** Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this PADD, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

**3. Term:** This PADD will be effective on the date of last signature, below, and continue through **June 30, 2018**, unless extended, renewed or terminated earlier.

**4. Participating State Modifications or Additions to Master Agreement:** Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

**4.1 Assignment:** No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State (Idaho Code Section 67-5726(1)).

**4.2 Amendments:** Amendments to the Master Agreement will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) calendar days of the date of the amendment, in order to be effective.

**4.3 Governing Law:** Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUC).

**4.4 Administrative Fee and Quarterly Usage Report:** The prices to be paid by the Participating (Ordering) Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.



*For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit \$10,000 x 0.0125 = \$125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor will furnish detailed usage reports as designated by the State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at <http://purchasing.idaho.gov/form2.html>. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters):	Fee and Report Due:
1 <sup>st</sup> Quarter July 1 - Sept 30	October 31st
2 <sup>nd</sup> Quarter Oct 1 - Dec 31	January 31st
3 <sup>rd</sup> Quarter Jan 1 - Mar 31	April 30 <sup>th</sup>
4 <sup>th</sup> Quarter Apr 1 - Jun 30	July 31 <sup>st</sup>

E-mail your completed Quarterly Summary Usage Reports to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

5. Primary Contacts: The primary contact individuals for this PADD are as follows:

Lead State

Name	Neva Peckham, Washington State Department of Enterprise Services
Address	PO Box 41411, Olympia, WA 98504-1411
Telephone	360-407-9411
Fax	
E-mail	<a href="mailto:neva.packham@des.wa.gov">neva.packham@des.wa.gov</a>

Contractor - Administrative

Name	Ryan Wray
Address	1440 Corporate Drive, Irving, TX 75038
Telephone	972-819-2394
Fax	972-819-0639
E-mail	<a href="mailto:rwrap@efji.com">rwrap@efji.com</a>

**Contractor – Ordering/Purchasing Contact**

Name	Mary Ehlenfeldt
Address	1440 Corporate Drive, Irving, TX 75038
Telephone	972-819-2337
Fax	972-819-0639
E-mail	MEhlenfeldt@efji.com

**Participating State**

Name	Daniel Downen, Division of Purchasing
Address	650 W. State Street, Boise ID 83720
Telephone	208-332-1605
Fax	208-327-7320
E-mail	<a href="mailto:daniel.downen@adm.idaho.gov">daniel.downen@adm.idaho.gov</a>

6. **Subcontractors:** The Contractor shall provide a list of authorized subcontractors, dealers, or distributors that are able to provide product and/or services to the State of Idaho. The State shall make determinations about which entities the Contractor authorizes as subcontractors, dealers, or distributors that may support the State. State authorized subcontractors, dealers, or distributors will be listed and maintained by the State on the State of Idaho website, [http://purchasing.idaho.gov/statewide\\_contracts.html](http://purchasing.idaho.gov/statewide_contracts.html). The State reserves the right to add or remove any subcontractors, dealers, or distributors as needed throughout the life the participating addendum.



7. **Orders:** Any Order placed by a Participating (Ordering) 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. All orders placed by Ordering Entities within the state of Idaho must include the Participating State contract number: **PADD17200253** as well as the Lead State Master Agreement No. **06913**.

8. **Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when Contractor is notified by Ordering Entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

9. **Entire Agreement:** This PADD and the Master Agreement No. 06913, 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. The terms and conditions of this PADD shall prevail and govern in the case of any inconsistency or conflict with the terms and

conditions of the Master Agreement, as to the Participating State, and shall otherwise have no impact on the Master Agreement and its exhibits.

The parties have executed this PADD as of the date of the last signature below.

Participating State: <b>State of Idaho</b>	Contractor: <b>E.F. Johnson Company</b>
By: 	By: 
Name: Daniel R. Downen III	Name: Duane Anderson
Title: Purchasing Officer	Title: CFO
Date: 10/31/16	Date: November 4 <sup>th</sup> , 2016