



State of Idaho

CHANGE ORDER - 01**PLEASE DO NOT DUPLICATE THIS ORDER.****Change Order Summary**

Purchase Order Number: PADD17200253
Account Number: AC-1
Revision Number: 01
Change Order Date: November 4, 2016
Service Start Date: November 4, 2016
Service End Date: June 30, 2018
Payment Method: Invoice
Payment Terms: NET30
Currency: USD
FOB Instruction: Destination
Attachment(s): [Changelog.htm](#) : Purchase Order Change

Supplier

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

Fax:**Email:** rwrays@efji.com**Buyer Contact**

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

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

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

Instructions**NOTICE OF STATEWIDE CONTRACT (PADD) AWARD**

This PADD is for Radios pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Washington Agreement No. 06913. 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 Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Agreement on an as needed basis for a term commencing November 4, 2016 and ending June 30, 2016, unless extended, renewed, or terminated earlier.

PADD Title: Public Safety Communication Equipment Radios 2015-2020, Phase One

PADD Usage Type: Mandatory Use

Public Agency Clause: Yes

PADD Administrator: Daniel Downen

Phone Number: 208-332-1605

Fax Number: 208-327-7320

Email: daniel.downen@adm.idaho.gov

Contractor's Primary Contact: Ryan Wray

Address: 1440 Corporate Drive, Irving, TX 75038

Phone Number: 972.819.2394

Email: rwrays@efji.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing, can only give an approximation of the total cost and will not be held responsible for figures given in this document

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.

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
	1.00	0		LO	0.00	\$0.00
Item Description	#1	Administrative Amendment - To attach the signed PADD, Contractor pricing, VARS, and the Master Agreement to the Purchase Order.				
						
Delivery Date:	November 5, 2016					
Shipping Method:	Delivery					
Shipping Instructions:						
Ship FOB:	Destination					
Attachment(s)						
Special Instructions:						
					Sub-Total (USD)	\$0.00
					Estimated Tax (USD)	\$0.00
					TOTAL: (USD)	\$0.00
<p>Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.</p>						

Signature : _____
 Signed By :

**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 st Quarter July 1 - Sept 30	October 31st
2 nd Quarter Oct 1 - Dec 31	January 31st
3 rd Quarter Jan 1 - Mar 31	April 30 th
4 th Quarter Apr 1 - Jun 30	July 31 st

E-mail your completed Quarterly Summary Usage Reports to 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	neva.packham@des.wa.gov

Contractor - Administrative

Name	Ryan Wray
Address	1440 Corporate Drive, Irving, TX 75038
Telephone	972-819-2394
Fax	972-819-0639
E-mail	rwrap@efji.com

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	daniel.downen@adm.idaho.gov

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