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State of Idaho

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CHANGE ORDER - 03

Change Order Summary

Purchase Order Name: TASC/PADD
Purchase Order Number: PADD17200251
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

PADD17200251, Monitoring and Alarm, Radio Network 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.

General Instructions:

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),
\$250,000.00

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), \$60,000.00

Total estimated contract value:
\$610,000.00

NO OTHER CHANGES NOTED

Supplier

Bill Neale
TASC Systems Inc.
9415 202 Street
Langley, BC V1M4B5
Phone: 604-455-2000

Fax: 604-888-2712

Email: bneale@tascsystems.com

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

Shipping Details

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

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:
Supplemental Data:

Additional Information

Change Order Summary			
Item	Data Changed	Old Value	New Value
Header Attachment	Attachment gets deleted	Renewal letter for PADD17200251.pdf	
Header Attachment	Attachment gets Added		1517266893_TASCSysystems-MA-AMD-Executed.pdf
Buyer Defined Field		<p>PADD17200251, Monitoring and Alarm, Radio Network 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:</p> <p>Original Contract:</p> <p>(10/27/16 - 6/30/18), \$250,000.00</p> <p>Amendment 1: Administrative Change, \$0.00</p>	<p>PADD17200251, Monitoring and Alarm, Radio Network 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:</p> <p>Original Contract:</p> <p>(10/27/16 - 6/30/18), \$250,000.00</p> <p>Amendment 1: Administrative Change, \$0.00</p> <p>Amendment 2: Renewal (7/1/18-</p>
	Supplemental Data Field "General Instructions" gets changed		

		Amendment 2: Renewal (7/1/18-6/30/19), \$50,000.00 Total estimated contract value: \$550,000.00 NO OTHER CHANGES NOTED	6/30/19), \$50,000.00 Amendment 3: Renewal (7/1/19-6/30/21), \$60,000.00 Total estimated contract value: \$610,000.00 NO OTHER CHANGES NOTED
Buyer Defined Field	Supplemental Data Field "Service End Date" gets changed	06/30/2019	06/30/2021
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 This Participating Addendum (PADD) covers the Public Safety Communications contract issued by the State of Washington to Tasc Systems Inc (Master Agreement No. 05715) for use by state agencies and other entities located in the State of Idaho.	50000.00	60000.00
Header Attachment	Attachment gets Added		PADD17200251 Renewal.pdf
	Unit Price changed on Line Item This Participating Addendum (PADD) covers the Public Safety Communications		

Item Unit Price	contract issued by the State of Washington to Tasc Systems Inc (Master Agreement No. 05715) for use by state agencies and other entities located in the State of Idaho.	50000.000000	60000.000000
Line Item DeliverByDate	Need by Date changed on Line Item This Participating Addendum (PADD) covers the Public Safety Communications contract issued by the State of Washington to Tasc Systems Inc (Master Agreement No. 05715) for use by state agencies and other entities located in the State of Idaho.	Jun 30 2019 6:00AM	Jun 30 2021 6:00AM
Item Description	Commodity line item description changed	This Participating Addendum (PADD) covers the Public Safety Communications contract issued by the State of Washington to Tasc Systems Inc (Master Agreement No. 05715) 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 Tasc Systems Inc (Master Agreement No. 05715) for use by state agencies and other entities located in th

Instructions

PADD17200251, Monitoring and Alarm, Radio Network 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.

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Amendment 3: Renewal (7/1/19-6/30/21), \$60,000.00

Total estimated contract value: \$610,000.00

NO OTHER CHANGES NOTED

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
1.00	0	LO		#1	91365	60,000.00	\$0.00	\$60,000.00
				Renewal (7/1/19 -6/30/21) This Participating Addendum (PADD) covers the Public Safety Communications contract issued by the State of Washington to Tasc Systems Inc (Master Agreement No. 05715) for use by state agencies and other entities located in the State of Idaho.				
								

Special Instructions: Bill to and Ship to information provided by the Order Agency

Internal Comments:

	TOTAL: (USD)	\$60,000.00
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Signature : _____

Signed By :

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER AGREEMENT AMENDMENT	
	Master Agreement No.:	05715
TASC Systems, Inc. 9415 202 Street Langley, British Columbia, Canada V1M 4B5	Amendment No.:	1
	Effective Date:	October 1, 2017

**FIRST AMENDMENT
TO
NASPO VALUEPOINT MASTER AGREEMENT No.05715
PUBLIC SAFETY COMMUNICATIONS SUPPORT EQUIPMENT**

This First Amendment ("Amendment") to Master Agreement No.05715 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 TASC Systems, Inc., a British Columbia corporation ("Contractor") and is dated and effective as of October 1, 2017.

R E C I T A L S

- A. State and Contractor (collectively the "Parties") entered into that certain Master Agreement No.05715 for Public Safety Communications Support Equipment dated effective as of July 13, 2016 ("Master Agreement").
- B. The Parties desire to amend the Master Agreement to clarify the term of the Master Agreement and to delete an inadvertent and unnecessary reference to confidential data.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

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. APPENDIX C – NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS. Master Agreement is hereby amended by deleting Section 8 of Appendix C and replacing it with the following:
 - a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to Purchasing Entity's records,

excluding personnel records and information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

- b. **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State Contract Administrator immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.
- c. **Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- d. **Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

2. TERM. Master Agreement is hereby amended by deleting Section 1.5 of Master Agreement and Section 3 of Appendix C – NASPO Value Point Master Agreement Terms and Conditions and replacing it with the following:

The term of this Master Agreement is sixty (60) months, commencing on the Effective Date and ending June 30, 2021.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. 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.
5. 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.
6. 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.
7. 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.

TASC SYSTEMS, INC.
A BRITISH COLUMBIA CORPORATION


By: 

Name: Bill Neale

Title: Vice President, General Manager

Date: 1/12/18

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

Name: Scott Smith

Title: IT Contracts Manager

Date: 1/16/18

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

Master Agreement
TASC Systems, Inc.
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 TASC Systems, Inc. products under the awarded following category:

Monitoring & Alarm, Radio Network

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 (IUCC).
- 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 \times 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):

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

Fee and Report Due:

October 31st
 January 31st
 April 30th
 July 31st

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	Bill Neale
Address	9415 – 202 Street, Langley, British Columbia, Canada V1M 4B5
Telephone	604-455-2002
Fax	
E-mail	bneale@tascsystems.com

Contractor – Ordering/Purchasing Contact

Name	Heather Buchanan
Address	9415 – 202 Street, Langley, British Columbia, Canada V1M 4B5
Telephone	855-337-8235
Fax	
E-mail	sales@tascsystems.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

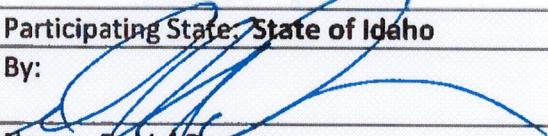
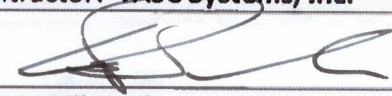
distributors that may support the State. State authorized subcontractors, dealers, or distributors will be listed and maintained by the State on the State of Idaho website, http://purchasing.idaho.gov/statewide_contracts.html. The State reserves the right to add or remove any subcontractors, dealers, 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: PADD17200251 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: TASC Systems, Inc.
By: 	By: 
Name: Daniel Downen	Name: Bill Neale
Title: Purchasing Officer, Division of Purchasing	Title: Vice President, General Manager
Date: 10/27/16	Date: 10/27/16