



Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

August 16, 2023

Mr. Todd Carruthers
Code3 inc.
10986 North Warson Road
St. Louis, Mo 63114

Dear Mr. Carruthers:

The following document is enclosed for you to complete and return:

- Amendment No. 2 to Minnesota NASPO ValuePoint Master Agreement No. 165351.
- Workforce Certificate Information Form

Please print and have signed (not stamped) and return **electronically**, to my attention
jack.moore@state.mn.us by **August 21, 2023**.

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Jack Moore
Acquisition Management Specialist
Enclosure

INSTRUCTIONS

Return the signed sets of documents to the OSP office.

REQUIRED SIGNATURES:

- ◆ The documents must be signed by an **officer** of your company, e.g., president, vice president, assistant vice president, corporate secretary, assistant corporate secretary, treasurer, or assistant treasurer.
- ◆ If your company is a corporation, the signature of one corporate officer is binding. If your company is a partnership, the signature of one partner is binding.

If someone other than the corporate officers listed above signs the document (e.g., manager, sales manager, executive assistant, etc.), evidence of his or her authority to do so must accompany the document. The evidence can be either:

- A corporate power of attorney, or
- A **certified copy** of a board resolution authorizing the alternate signature with a letter attached and signed by a corporate officer stating the resolution is in force and effective.

AMENDMENT NO. 2 TO MINNESOTA NASPO VALUEPOINT MASTER AGREEMENT NO. 165351

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), in cooperation with NASPO ValuePoint and Code3 Inc., 10986 North Warson Road, St. Louis, Mo 63114 ("Contractor").

WHEREAS, the State has a Contract with the Contractor identified as Minnesota NASPO ValuePoint Master Agreement No. 165351, September 10, 2019, through August 31, 2023 ("Contract"), to provide Public Safety Vehicle Accessories and LED Emergency Light Bars, Siren Warning Accessories; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.



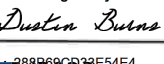
NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That the Master Agreement, Contract No. 165351, is extended through August 31, 2024.
2. The Code3 Inc. NASPO Master Agreement Price lists are DELETED in their entirety and REPLACED with Amendment No. 2 - Exhibit A, dated 08/01/2023. The updated Price Lists are attached and incorporated herein.
3. All other specifications, terms, and conditions unchanged.

This Amendment is effective beginning August 16, 2023, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. CODE3 INC. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u></u> Signature <u>Brian Olsen</u> Printed Name Title: <u>President</u> Date: <u>8/30/2023</u></p> <p>By: _____ Signature Printed Name Title: _____ Date: _____</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3. DocuSigned by: By: <u></u> 4BAEE1897F11403... Title: <u>Acquisition Management Specialist</u> Date: <u>9/5/2023</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative. DocuSigned by: By: <u></u> 789B60C93E54E4... Date: <u>9/7/2023</u></p>
--	--

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: COPEZ Date: 8/30/23
 Authorized Signature: [Signature] Telephone number: 208-395-8000
 Printed Name: Brian Olsen Title: President

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: compliance.mdhr@state.mn.us

TTY: 651-296-1283

AMENDMENT NO. 1 TO MINNESOTA NASPO VALUEPOINT MASTER AGREEMENT NO. 165351

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), in cooperation with NASPO ValuePoint and Code3 Inc., 10986 North Warson Road, St. Louis, Mo 63114 ("Contractor").

WHEREAS, the State has a Contract with the Contractor identified as Minnesota NASPO ValuePoint Master Agreement No. 165351, September 10, 2019, through August 31, 2021 ("Contract"), to provide Public Safety Vehicle Accessories and LED Emergency Light Bars, Siren Warning Accessories; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. 165351 is extended through August 31, 2023.
2. The Code3 Inc. NASPO Master Agreement Price lists dated November 1, 2018 are DELETED and REPLACED with Amendment No.1, Exhibit A: Code3 Inc. NASPO Master Agreement Price lists dated June 28, 2019.
3. The Contractor shall provide Public Safety Vehicle Accessories and LED Emergency Light Bars, Siren Warning Accessories at the prices set forth in Amendment No.1, Exhibit A Code3 Inc. NASPO Master Agreement Price lists dated June 28, 2019, which is incorporated by reference and kept on file at the Minnesota Department of Administration, Office of State Procurement (OSP), 50 Sherburne Avenue, Suite 112, St. Paul, MN 55155.
4. All other specification, terms, and conditions remain the same.

This Amendment is effective beginning September 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. CODE3 INC. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u>Brian Olsen</u> Signature <u>Brian Olsen</u> Printed Name Title: <u>President</u> Date: <u>5/20/21</u> By: _____ Signature Printed Name Title: _____ Date: _____</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3. Or designated representative. By: <u>Dustin Burns</u> Signature <u>288B69CD33E54E4...</u> Title: <u>Acquisition Management Specialist</u> Date: <u>5/25/2021</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative. By: <u>Luke Jannett</u> Signature <u>0286C9D8EF44DE...</u> Date: <u>5/25/2021</u></p>
---	--

 **DEPARTMENT OF
ADMINISTRATION**
STATE PROCUREMENT

September 4, 2019

Mr. John Ducharme
Code3 Inc.
10986 North Warson Road,
St. Louis, MO 63114

Dear Mr. Ducharme:

The following documents are enclosed for you to complete and return:

- Notification of Contract Award 000000000000000000165351(165351) for Public Safety Vehicle Accessories and LED Emergency Light Bars, Siren Warning Accessories.
- Exhibit A, showing the terms and specific items awarded.

Please print and have signed (not stamped) and return by
E-mail, to my attention at
dustin.burns@state.mn.us by **September 10, 2019**.

Instructions for properly completing the Contract documents are enclosed. Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

If you have any questions, please contact me!

Sincerely,

Dustin Burns
Acquisition Management Specialist / Buyer
Enclosure

m DEPARTMENT OF
ADMINISTRATION
STATE PROCUREMENT

Notification of Contract Award

To: Mr. John Ducharme
Code3 Inc.
10986 North Warson Road,
St. Louis, MO 63114

Contract Number: 00000000000000000000165351
Release Number: L-338(5)
Contract Period: September 10, 2019, or date of
contract execution, whichever
is later
Through August 31, 2021
Extension Option: Up to 36 Months

You are hereby notified that your response to our solicitation, which opened April 24, 2019, is accepted. This Contract Award includes all or part of the following products or services, as further specified in Exhibit A: Public Safety Vehicle Accessories and LED Emergency Light Bars, Siren Warning Accessories.

The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: (1) this Notification of Contract Award, together with Exhibit A and any attachments or subsequent purchase orders, amendments or similar documents; (2) the State's solicitation; and (3) your response. In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Notification and any later executed documents shall prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as amended.

1. CODE3 INC.

The Contractor certifies that the appropriate person(s) have executed this Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]
Signature

CHRISTOPHER C. THOMPSON
Printed Name

Title: VP GLOBAL BUSINESS DEVELOPMENT

Date: 9/4/19

By: _____
Signature

Printed Name

Title: _____

Date: _____

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 31

By: [Signature]

Title: Acquisition Management Specialist / Buyer

Date: 10/1/19

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative

By: [Signature]

Date: 10/1/2019

**Price Contract
Exhibit A**

This Contract incorporates the terms, conditions, and specifications of the solicitation and response at the prices and products listed below.

Terms: Net 30

Delivery: Unless otherwise mutually agreed, in-stock items must be delivered within ten (10) business days after receipt of order and non-stock items must be delivered within twenty five (25) business days after receipt of order. Delivery requirements for custom made items will be negotiated at time of order placement

<u>Manufacturer Name</u>	<u>Manufacturer Price List</u>	<u>Off of Price List</u>
Code 3 Inc.	2019 Price Book	61%
<u>Quantity Breaks</u>	<u>Additional percent discount per order</u>	
10+ of like item	5%	

The following terms have been negotiated as follows:

1. These terms and conditions clarify or add to the terms and conditions set forth in the State's RFP. To the extent the following terms and conditions conflict with the terms and conditions set forth in the State's RFP these terms and conditions shall take precedence over the terms and conditions set forth in the RFP.

1.1 **DELETED** Clause 29, Price Decreases of the Special Terms and Conditions of the RFP and **REPLACED** with the following:

29, PRICE DECREASES. Contract Vendor(s) may, at their sole discretion, offer better pricing, a greater discount, to any customer for any reason. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.

1.2 **DELETED** Clause 43 b: Ownership of the State of MN General Terms and Conditions of the RFP and **REPLACED** with the following:

43 b. OWNERSHIP b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the said documents (collectively, "Intellectual Property Rights") directly or relating to the Products sold under this Agreement shall be the sole and exclusive property of Contract Vendor and the State shall not acquire any ownership interest in any of Contract Vendor's Intellectual Property Rights under this Agreement; provided, however, that solely in the event that the Contract Vendor conceives or originates, either individually or jointly with others, any Products which solely arises out of the performance of the Contract and are not offered to the general market (each "Contract Specific Products"), unless expressly agreed otherwise in a separate agreement, the Intellectual Property Rights relating to such Contract Specific Products will be the property of the State and are, by the Contract, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon written request of the State and at the State's expense, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such Intellectual Property Rights relating to the Contract Specific Products. Where applicable, works of authorship created by the Contract Vendor for the State in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.

- 1.3 DELETED Clause 60. Hazardous Substance of the Special Terms and Conditions of the RFP and REPLACED with the following:**

60. HAZARDOUS SUBSTANCES. To the extent that the goods to be supplied to the State by the responder contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, should a customer request a Material Safety Data Sheet, the Contract Vendor will provide one, at no cost, if one is available for the product sold.

- 1.4 DELETED Clause 75. Samples of the Special Terms and Conditions of the RFP and REPLACED with the following:**

75. SAMPLES. Unless otherwise agreed to in writing, samples are to be furnished at no charge. Except for those destroyed or mutilated in testing, samples will be returned to the responder if requested by responder. If samples are returned in an unusable condition, the end user will be responsible for the cost of the product at the pricing in effect at the time the item(s) are returned.

- 1.5 DELETED Clause 5. Delivery Requirements of the Special Terms and Conditions of the RFP and REPLACED with the following:**

5. DELIVERY REQUIREMENTS. Unless otherwise mutually agreed to, in-stock items must be delivered within ten (10) business days after receipt of order and non-stock items must be delivered within twenty five (25) business days after receipt of order. A business day is defined as Monday through Friday from 8:00 AM - 5:00 PM CT. Delivery requirements for custom made items will be negotiated at time of order placement. Orders must be shipped according to the directions of the Customer.

No delivery can be made on State holidays, Saturday or Sunday or after 4:00 p.m. on weekdays without prior approval by the Customer to which the equipment is being delivered. The Contract Vendor must confirm delivery locations and requirements with the Customer. Prior to delivery, the Contract Vendor is responsible for confirming with the Customer that the delivery location will accommodate unloading the equipment.

- 1.6 DELETED Clause 8. Specifications of the Special Terms and Conditions of the RFP and REPLACED with the following:**

8. SPECIFICATIONS. All warning lights must meet applicable standards for the country the warning lights will be used in. Standards include, but are not limited to, SAE J1113-21 and -41, J575, J578, J595, J845, and subsequent revisions, or appropriate national or international standards (such as CISPR 12 and 25) if SAE standard has been superseded. Standard specifications for ballistic-resistant vehicle door panels can be found in Attachment G.