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State of Idaho

CHANGE ORDER - 02

Change Order Summary

Purchase Order Name:	Relm/PADD
Purchase Order Number:	PADD17200254
Contract Number:	
Revision Number:	02
Change Order Date:	June 29, 2018
Service Start Date:	July 1, 2018
Service End Date:	June 30, 2019
Submitted By:	Danny Downen

Supplier

Susana Brown RELM WIRELESS CORPORATION 7100 TECHNOLOGY DRIVE WEST MELBOURNE, FL 32904 **Phone:** 800-821-2900

Fax: 800-704-3177

Email: Sbrown@relm.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 Fax: 208-327-7320 Email: purchasing@adm.idaho.gov Mail Stop: **DOP - Various Locations Payment Details** Payment Invoice Method:

Shipping Details

Delivery
Date:June 30, 2019Shipping
Method:DeliveryShipping
Instructions:Ship FOB:

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 **Item Type Details** Item Type:

Payment	NET30
Terms:	

ltem Type Supplemental Data:

Additional Information

I I I I I I I I I I	Data Ol	Change Order Summary	NI
Item	Data Changed	Old Value	New Value
Buyer Defined Field	Supplemental Data Field "Service Start Date" gets changed	11/03/2016	07/01/2018
Buyer Defined Field	Supplemental Data Field "Service End Date" gets changed	06/30/2018	06/30/2019
Buyer Defined Field	Supplemental Data Field "General Instructions" gets changed	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	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 o

		Address: 7100 Technology Dr. West Melbourne, FL 32904 Phone Number: 321.953.7952 Email: ssharp@relm.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	- 6/30/18), \$350,000.00 Amendment 1:
Line Item DeliverByDate	Need by Date changed on Line ltem This Participating Addendum (PADD) covers the Public Safety Communications contract issued by the State of Washington to Relm Wireless Corporation (Master Agreement No. 06913) for use by state	Nov 4 2016 6:00PM	Jun 30 2019 6:00AM

	agencies and other entities located in the State of Idaho.<		
	Special Instructions changed on Line Item		
Line Item SpecialInstruct	This Participating Addendum (PADD) covers the Public Safety Communications contract issued by the State of Washington to Relm Wireless Corporation (Master Agreement No. 06913) for use by state agencies and other entities located in the State of Idaho.<		Bill to and Ship to addresses will be provided by Ordering Agency
Header	Attachment dets		
Attachment	deleted	ID PA Agreement 10.31.16.pdf	
Header Attachment	Attachment gets deleted	Copy of 1439322012_RELM_Pricing_March2015.xls	
Header Attachment	Attachment gets deleted	Relm Wireless VARS.doc	
Header	Attachment gets	1439321954_Public Safety Communications	
Attachment		RELM Master Agreement.pdf	
Header Attachment	Attachment gets Added		Idaho NASPO Nov 2016.pdf
Header Attachment	Attachment gets Added		State of Idaho 02.27.18.pdf
	Unit Price changed on Line Item This Participating Addendum	25	200000.000000

A 0 b a o lo	Master Agreement No. (6913) for use by state gencies and other entities located in the State of Idaho.<	
c It T P A A (I t C C C A Mount B C C (I A O D D C C C C C C C C C C C C C C C C C	otal Amount changed on Line tem This Participating Addendum PADD) covers the Public Safety Communications contract issued by the State of Vashington to Relm Wireless Corporation Master Agreement No. 06913) for use by state agencies and other entities located in the State of Idaho.<	20000.00

Instructions

PADD17200254, 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), \$200,000.00

Total estimated contract value: \$550,000.00

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	200,000.00	\$0.00	\$200,000.00
				This Participating Addendum (PADD) covers the Public Safety Communications contract issued by the State of Washington to Relm Wireless Corporation (Master Agreement No. 06913) for use by state agencies and other entities located in the State of Idaho.				
				6				

Special Instructions: Bill to and Ship to addresses will be provided by Ordering Agency **Internal Comments:**

TOTAL: (USD)	\$200,000.00
Signature 🛃	al
Signed By :	Daniel Downen
	Signature .

IDAHO

State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary		Supplier
Purchase Order Number:	PADD17200254	Susana Brown RELM WIRELESS CORPORATION
Account Number:	AC-1	7100 TECHNOLOGY DRIVE WEST MELBOURNE, FL 32904
Revision Number:	01	Phone: 800-821-2900
		Fax: 800-704-3177
Change Order Date:	November 3, 2016	Email: Sbrown@relm.com
Service Start Date:	November 3, 2016	Buyer Contact
Service End Date:	June 30, 2018	Danny Downen Tel:208-332-1605
Payment Method:	Invoice	Fax: 208-327-7320 daniel.downen@adm.idaho.gov
Payment Terms:	NET30	
Currency	USD	
FOB Instruction:	Destination	
Attachment(s):	ChangeLog.htm : Purchase Order Change	

Contract Number:

	Bill To Address	Ship To Address			
DOP - Various Sta	DOP - Various State Agencies		DOP - Various State Agencies		
State of Idaho		State of Idaho			
Various Locations		Various Locations	5		
See Below for Det	tails	See Below for De	tails		
on Specific Locations		on Specific Locations			
Various, Idaho 83	3702	Various, Idaho 83702			
Phone:	208-327-7465	Phone:	208-327-7465		
Fax:	208-327-7320	Fax:	208-327-7320		
Email:	purchasing@adm.idaho.gov	Email:	purchasing@adm.idaho.gov		
Mail Stop:	DOP - Various Locations	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 3, 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: Shari Sharp

Address: 7100 Technology Dr. West Melbourne, FL 32904

Phone Number: 321.953.7952

Email: ssharp@relm.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 total cost and will not be held responsible for figures given in this document

		Items			
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	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.		
	A		
Delivery Date:	November 4, 2016		
Shipping Method:	Delivery		
Shipping Instructions:			
Ship FOB:	Destination		
Attachment(s)			
Special Instructions:			
	Sub-Total (USD) \$0	0.00	
	Estimated Tax (USD) \$0	0.00	
	TOTAL: (USD) \$0	0.00	
Note: If there is a 堤 next to an item's unit	price, that indicates that the price has been discounted.		

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 Relm Wireless Corporation Washington Contract No: 06913 (hereinafter "Contractor")

And

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

1. <u>Scope</u>: 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 Relm Wireless Corporation products under the awarded following category:

Radios:

Subcategory: Portable, Single-Band tier I Subcategory: Portable, Single-Band tier II Subcategory: Mobile, Single-Band tier I Subcategory: Mobile, Single-Band tier II

2. <u>Participation</u>: 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. <u>Term</u>: 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. <u>Participating State Modifications or Additions to Master Agreement</u>: Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

- 4.1 <u>Assignment</u>: 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 <u>Amendments</u>: 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 <u>Governing Law</u>: 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 <u>Administrative Fee and Quarterly Usage Report</u>: The prices to be paid by the Participating (Ordering) Entities shall be <u>inclusive of</u> 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 <u>detailed</u> 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 <u>http://purchasing.idaho.gov/form2.html</u>. 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:

Name	Neva Peckham, Washington State Department of Enterprise	
Address	Services PO Box 41411, Olympia, WA 98504-1411	
Telephone	360-407-9411	
Fax		
E-mail	neva.packham@des.wa.gov	

Lead State

Contractor - Administrative

Name	Shari Sharp
Address	7100 Technology Dr. West Melbourne, FL 32904
Telephone	321.953.7952
Fax	321.676.4403
E-mail	ssharp@relm.com

Contractor - Ordering/Purchasing Contact

Name	Order Entry Dept: Francine Franklin, Susana Brown, Jill Campbell	
Address	7100 Technology Dr. West Melbourne, FL 32904	
Telephone	800.821.2900	
Fax	800.704.3177	
E-mail	sales@relm.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: PADD17200254 as well as the Lead State Master Agreement No. 06913.

8. <u>Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):</u> 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: Relm Wireless Corporation
By:	By: Shari Sharp
Name:	Name:
DANIEL R. DOWNERD TT	Shar Sharp
Title:	Title:
PURCHASING OFFICER	Virector of RUSINESS ()09
Date:	Date: Date:
10 31 16	10/31/14