IDAHO

Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: PADD with Sound Off Signal 2020

Contract Number: PADD20200245

Contract Value: 100,000.00 USD

Purchase Order Date: 2/21/2020

Service Start Date: 2/24/2020 12:00 AM

Service End Date: 8/31/2021 11:59 PM

Submitted By: Jason Urquhart

Supplier

EMERGENCY TECHNOLOGY INC.
d.b.a., Sound Off Signal
3900 Central Parkway

Hudsonville
MI, 94607

Phone: +1 616-662-6166
Fax: +1 616-896-1286
Email: mfrick@soundoffsignal.com

Shipping Details

Ship FOB: Destination, Prepaid

Shipping Instructions: Ship to Ordering Agency

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

Ship to Ordering Agency

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details

Payment Terms: Net 30

Participating Addendum
NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Public Safety Vehicle Access & LED Light Bars, Sirens, Warning & Accessories, awarded pursuant to State of Minnesota Master Agreement Number 165270, issued as a cooperative contract in conjunction with NASPO ValuePoint. This Contract is issued on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327 and shall be for the period noted above. It may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the Participating Addendum.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Melissa Frick

Phone: +1 616-662-6166

E-mail: mfrick@soundoffsignal.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this PADD will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

ESTIMATED CONTRACT TOTAL: The state of Idaho, Division of Purchasing can only give an approximation of the contract total dollar amount and will not be held responsible for dollar figures given in this document.

This PADD, including any attached files, constitutes the State of Idaho's acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

1. This PADD
2. State of Minnesota's original sourcing event, 2000008586
3. The Contractor's signed Proposal

Special Instructions:

Internal Comments:

Signature: Jason Urquhart

Signed By: _____

NASPO ValuePoint
PARTICIPATING ADDENDUM

NASPO ValuePoint

PUBLIC SAFETY VEHICLE ACCESS & LED LIGHT BARS, SIRENS, WARNING & ACCESSORIES

Led by the State of Minnesota

Master Agreement #: **165270**

Contractor: **EMERGENCY TECHNOLOGY INC. D.B.A. SOUND OFF SIGNAL**

Participating Entity: **STATE OF IDAHO (hereinafter "Participating Entity")**

Participating Addendum #: **PADD20200245**

1. Scope: This Participating Addendum ("PA") covers the Public Safety Vehicle Access & LED Light Bars, Sirens, Warning & Accessories led by the State of Minnesota for use by Participating Entity agencies and other entities located within the state of Idaho authorized by the Participating Entity's statutes to utilize state of Idaho contracts. All state of Idaho agencies and public agencies (as defined by Idaho Code, Section 67-2327) (both referred to as "Purchasing Entities" within this PA) are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint Master Agreement and those within this PA. Public agencies include any city or political subdivision of the state of Idaho, 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; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

2. Participation: Issues of interpretation and eligibility for participation are solely within the authority of the Participating Entity's Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this PA are as follows (or their named successors):

Contractor

Name:	Melissa Frick, Government Solutions Program Manager
Address:	3900 Central Pkwy Hudsonville, MI 49426
Telephone:	616-662-6166
Fax:	616-896-1226
Email:	mfrick@soundoffsignal.com

Participating Entity

Name:	Jason Urquhart, Lead Purchasing Officer
Address:	304 N. 8th St., Room 403, Boise, ID 83702
Telephone:	208-332-1608
Fax:	208-327-7320
Email:	jason.urquhart@adm.idaho.gov

4. Participating Entity Modifications or Additions to Master Agreement: The following

modifications or additions apply only to actions and relationships within the Participating State and supplement and/or add to the Master Agreement (the "Contract"):

a. Parties. The parties to this PA are the Contractor and the Participating Entity by and through its statutory agent, the Division of Purchasing within the Department of Administration on behalf of the entities identified in section 1, Scope, of this PA.

b. Reporting. The Contractor shall provide:

   i. Any reports specifically required by the Master Agreement to be reported to Participating States.
   ii. At the Division of Purchasing's request, custom reports, which may include, but not be limited to, reporting on the most common items purchased; comparisons between Purchasing Entities; reports to aid Purchasing Entities in inventory control; and reports that identify delivery times per order. Contractor must provide custom reports in Excel format as requested by the Division of Purchasing, on an occasional basis (no more frequently than four (4) times per contract year), at no additional charge.

c. Idaho Administrative Fee. A 1.25% Administrative Fee will apply to all purchases made under the resulting PA by any Purchasing Entity. On a quarterly basis, the Contractor shall remit to the Division of Purchasing an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales made under the PA. Administrative Fee payments and reports to the Division of Purchasing are due no later than 30 calendar days after the end of each calendar quarter. Pricing has been adjusted to incorporate the Administrative Fee so that the price to Purchasing Entities will reflect the adjustment. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the state of Minnesota Master Agreement (Master Agreement #: 165270).

   Reporting Time Line:

   1st Quarter: July 1 – September 30
   2nd Quarter: October 1 – December 31
   3rd Quarter: January 1 – March 31
   4th Quarter: April 1 – June 30

   Report of Contract Purchases:
   Quarterly reports must accompany each Administrative Fee payment; and be furnished electronically in Microsoft Excel format. These reports will include the names of the accounts corresponding to the account numbers. For each account number, you must provide a listing of all items purchased during the prior quarter indicating the item # and description, the quantity delivered, the delivery destination, the date of delivery, the unit prices, and the total dollar amount (as well as any other data elements required by the Division of Purchasing). Accounts must be grouped, with state agencies grouped separately from political subdivisions (e.g., cities, counties, school

districts, water districts, etc.). The reports shall also include the Contractor's name and the PA number.

The report must be emailed to: purchasing@adm.idaho.gov.

Administrative Fee Payment checks must be made out and mailed to:

Division of Purchasing, State of Idaho
P.O. Box 83720
Boise, ID 83720-0075

d. Governing Law. This PA and all orders issued thereunder by Purchasing Entities shall be construed in accordance with, and governed by the laws of the state of Idaho, and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada county in the state of Idaho in the event of any dispute with respect to the PA.

e. Assignment. The Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the Participating Entity. All rights of action, however, for any breach of the PA are reserved to the Participating Entity. (I.C. § 67-5726(1)).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the Participating Entity shall have no obligation to make payment to an assignee until thirty (30) calendar days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The Participating Entity may treat violation of the clause as an event of default.

f. Amendments. Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this section 4.f will result in the Master Agreement amendment automatically being incorporated in this PA.

g. Insurance. Notwithstanding section 20, Insurance, of the Contract, the Contract is supplemented with the following provisions:

REQUIREMENT TO PROVIDE PROOF OF INSURANCE: The Contractor and its subcontractors (if the Contractor has any subcontractors that will provide goods or services to the Participating Entity under the PA) shall provide certificates of insurance to the Division of Purchasing for workers compensation insurance (see the paragraph below) and for the commercial general liability required section 20, Insurance, of the Contract. These certificates must be provided within seven (7) business days after the effective date of this PA, and all required insurance must be maintained by the Contractor for the entire term of this PA, including all renewal and extension periods.

REQUIREMENTS FOR WORKERS' COMPENSATION INSURANCE: The Contractor shall provide and maintain Workers' Compensation Insurance and Employer's Liability for the entire term of this PA. The employer's liability shall have limits not less than $100,000 each accident for bodily insurance by accident, $500,000 disease policy limit, and $100,000 disease, each employee.

For Workers' Compensation Insurance, the Contractor must provide either a certificate of Workers' Compensation insurance issued by a surety licensed to write Workers' Compensation Insurance in the state of Idaho or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

h. Order of Precedence. This PA consists of and precedence is established by the order of the following documents:

   i. This PA (this PA shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the terms of Master Agreement # 165270);

   ii. State of Minnesota NASPO ValuePoint Master Agreement # 165270;

   iii. The RFP, including all Addendums; and,

   iv. Contractor's response to the RFP.

i. Applicable Terms. The Participating Entity agrees to the terms and conditions of the Master Agreement only to the extent that the terms and conditions are not in conflict with this PA or with the laws of the state of Idaho.

j. Records Maintenance. The Contractor shall maintain or supervise the maintenance of all financial records necessary to properly account for all payments made to the Contractor for the costs authorized by the PA. These financial records shall be retained by the Contractor for at least three (3) years after the PA terminates or expires, or until all audits initiated within the three (3) years have been completed, whichever is later.

k. Price Agreement Numbers. All orders issued by Purchasing Entities under this PA shall include the following price agreement numbers:

165270 PADD20200245

l. Termination for Convenience. The Participating Entity may terminate this PA for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days' written notice to the Contractor specifying the date of termination if the Participating Entity determines it is in its best interest.

m. Termination for Default. The Participating Entity may terminate this PA when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days, unless such longer period of time is mutually agreed upon between the parties in writing. If the Contract is terminated for default or noncompliance, the Contractor will be responsible for any costs resulting from the Participating Entity's award of a new contract and any damages incurred by the Participating Entity. The Participating Entity, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

A Purchasing Entity may terminate an order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or non-compliance within thirty (30) calendar days of receiving written notice of said breach or non-compliance.

n. Public Records and Trade Secrets. Title 74, Chapter 1, Idaho Code (the Public Records Act) provides for the examination of public records, including records related to procurements and contracts. Section 74-107 details an exemption to examination of records deemed "trade secrets." Generally, this exemption describes trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy."

Upon request, the Contractor must provide an electronic copy of any documents related to this PA, with any information it has determined to meet the Idaho Code definition of trade secret redacted within three (3) business days. The Contractor must redact only that information which meets the definition of "trade secret;" entire documents identified as "confidential" will not be accepted. The Contractor must also provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Document; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the Participating Entity's procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material

complies with the Public Records Law. In the event the Participating Entity or Purchasing Entity receives a request pursuant to the Public Records Act, which includes information deemed "trade secret" by the Contractor, the Contractor must agree to defend and indemnify the Participating Entity or the Purchasing Entity against any claim brought challenging the denial of the request under the trade secret exemption. Failure of the Contractor to provide an electronic copy of the redacted documents, or to defend and indemnify the Participating Entity or Purchasing Entity, will result in the full (unredacted) document being released in response to the request.

5. Lease Agreements: No equipment or goods of any sort shall be leased to Purchasing Entities under this PA.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from the 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.

7. Term: The initial term of this PA will be effective upon execution by the parties and continue through August 31, 2021. Upon extension or renewal of the Master Agreement, the PA may also be extended or renewed.

8. Entire Agreement: This PA and the Master Agreement together with their exhibits and attachments, 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, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PA and the Master Agreement, together with their exhibits and attachments, shall not be added to or incorporated into this PA or the Master Agreement or their exhibits and attachments, by any subsequent order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Master Agreement and their exhibits and attachments shall prevail and govern in the case of any such inconsistent or additional terms.

NASPO ValuePoint

PUBLIC SAFETY VEHICLE ACCESS & LED LIGHT BARS, SIRENS, WARNING & ACCESSORIES

Led by the State of Minnesota

IN WITNESS, WHEREOF, the parties have executed this PA as of the date of execution by both parties below.

Participating Entity: State of Idaho	Contractor: Emergency Technology Inc. d.b.a. Sound Off Signal
Signature:	Signature:
Name: Jason R. Urquhart	Name: Jonathan S Coe
Title: Lead Purchasing Officer	Title: CFO
Date: 2/21/20	Date: 2/18/2020

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

September 4, 2019

Mr. John Coe
Sound Off Signal
3900 Central Parkway,
Hudsonville, MI 49426

Dear Mr. Coe:

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

- Notification of Contract Award 00000000000000000165270 (165270) 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

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.

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

Notification of Contract Award

To: Mr. John Coe
Sound Off Signal
3900 Central Parkway,
Hudsonville, MI 49426

Contract Number: 0000000000000000000165270
Release Number: L-336(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. SOUND OFF SIGNAL

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

Jonathan S Coe
Printed Name

Title: CFO

Date: 9/18/2019

By: _____
Signature

_____
Printed Name

Title: _____

Date: _____

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: _____

Title: Acquisition Management Specialist / Buyer

Date: 9-19-19

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Kia Xiong

Date: 9/20/2019

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

Manufacturer Name	Manufacturer Price List	Off of Price List
SoundOff Signal	2019 Price Guide	52%

Quantity Breaks	Additional percent discount per order
50-100 same item	3%
100+ same item	6%

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.