

MA 18P 2312080000000000063
NEW

State of Maine



Master Agreement

Effective Date: 12/11/23

Expiration Date: 08/14/24

Master Agreement Description: Emergency LED Light Bars NASPO MA #165263

Buyer Information

ext.

Issuer Information

Jaye-Ellen Parker 207-626-3831 ext. jaye-ellen.parker@maine.gov

Requestor Information

Jessica Norton 207-624-8226 ext. Jessica.h.norton@MAINE.GOV

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000030311

Vendor Name

FEDERAL SIGNAL CORP

Alias/DBA

Vendor Address Information

2645 FEDERAL SIGNAL DRIVE

UNIVERSITY PARK, IL 60466-3195

US

Vendor Contact Information

Michael Ortiz
978-2735090 ext.
mortiz@federalsignal.com

Payment Discount Terms

0 Days
0 Days
0 Days
0 Days

Commodity Information

Vendor Line #: 1

Vendor Name: FEDERAL SIGNAL CORP

Commodity Line #: 1

Commodity Code: 05557

Commodity Description: Emergency LED Light Bars NASPO MA #165263

Commodity Specifications: Public Safety Vehicle Accessories and LED Emergency Light Bars. NASPO ValuePoint #165263

Commodity Extended Description: Public Safety Vehicle Accessories and LED Emergency Light Bars. NASPO ValuePoint #165263

Quantity	UOM	Unit Price
0.00000		0.000000

Delivery Days	Free On Board
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Contract Amount	Service Start Date	Service End Date
0.00	12/11/23	08/14/24

Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Commodity Terms and Conditions

Vendor Line #: 1

Commodity Line #: 1

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris 12/15/2023
2A644AF5691F482

Signature Date

David Morris, Acting Chief Procurement Officer

FEDERAL SIGNAL CORP

DocuSigned by:
Zeeshan Usmani 12/15/2023
5327AE19A3114E1

Signature Date

Zeeshan Usmani, Vice President/General Manager Public Safety Systems

NASPO ValuePoint
PARTICIPATING ADDENDUM



**PUBLIC SAFETY VEHICLE
 ACCESSORIES AND LED LIGHT BARS, SIREN WARNING ACCESSORIES**
 Led by the State of Minnesota

Master Agreement #: 165263

Contractor: **FEDERAL SIGNAL**

Participating Entity: **STATE OF MAINE**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

The following products or services are not included in this agreement:

- *Product modifications.*
- *Installation services.*

Master Agreement Terms and Conditions:

Scope: This addendum covers the Public Safety Vehicle Accessories And Led Light Bars, Siren Warning Accessories led by the State of Minnesota for use by state agencies and other entities located in the Participating State [*or State Entity*] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

1. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Maine. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
2. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Kim Horvat
Address:	2645 Federal Signal Dr, University Park, IL 60484
Telephone:	708-534-3400
Fax:	
Email:	khorvat@federalsignal.com

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**PUBLIC SAFETY VEHICLE
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Participating Entity

Name:	William Allen
Address:	111 Sewall St., 4 th Floor Burton Cross Office Building, Augusta MA 04333
Telephone:	207-624-7871
Fax:	
Email:	Wje.allen@maine.gov

3. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

A. DEFINITIONS: The following definitions are applicable to these standard terms and conditions:

- a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
- b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
- c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
- d. The term "Division" shall refer to the State of Maine Division of Purchases.
- e. The term "Contractor", "Vendor", or "Provider" shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
- f. The term "Contract" or "Agreement" shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

B. WARRANTY: The Contractor warrants the following:

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- a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.
- C. Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.
- D. **TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.
- E. **PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- F. **DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no

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PARTICIPATING ADDENDUM**PUBLIC SAFETY VEHICLE****ACCESSORIES AND LED LIGHT BARS, SIREN WARNING ACCESSORIES**

Led by the State of Minnesota

deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

- G. **FORCE MAJEURE:** The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.
- H. **INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.
- I. **INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.
- J. **ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change

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delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

- K. **TERMINATION:** The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:
- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
 - b. If Contractor fails to deliver specified materials or services, or
 - c. If Contractor fails to perform any of the provisions of this Agreement, or
 - d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
 - e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
 - f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

- L. **NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
- M. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part

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15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

- N. **INTERPRETATION:** This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.
- O. **DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.
- P. **ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.
- Q. **STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.
- R. **SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
- S. **WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

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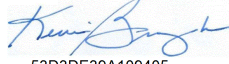
- T. **MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.
 - U. **COMPETITION:** By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.
 - V. **INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.
 - W. **ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
 - a) Exceptions - If applicable
 - b) General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
 - c) Scope of Work - If applicable
 - d) Vender Agreement - Included at Department's Discretion
 - e) Other - Included at Department's Discretion
4. Lease Agreements: Lease agreements are not permitted without written approval by the Procurement Services CPO or equivalent.
5. Subcontractors: All contactors, dealers, and resellers authorized in the State of [xxxxxx], as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. Orders: Any order placed by a Participating Entity or Purchasing 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.

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 Led by the State of Minnesota

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

Participating Entity: State of Maine	Contractor: Federal Signal
Signature: DocuSigned by:  2A644AF5681F482...	Signature: DocuSigned by:  53D3DE39A109405...
Name: David Morris	Name: Kevin Bruszewski
Title: Acting Chief Procurement Officer	Title: Director of Sales
Date: 12/7/2023	Date: 12/7/2023

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	Tim Hay
Telephone:	(503) 428-5705
Email:	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]



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

August 14, 2023

Ms. Kim Horvat
Federal Signal
2645 Federal Signal Drive
University Park, IL 60484

Dear Ms. Horvat:

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

- Amendment No. 3 to Minnesota NASPO ValuePoint Master Agreement No.165263.

Please print and have signed (not stamped) and return **electronically**, to my attention
jack.moore@state.mn.us by **August 18, 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. 3 TO MINNESOTA NASPO VALUEPOINT MASTER AGREEMENT NO. 165263

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), in cooperation with NASPO ValuePoint and Federal Signal 2645 Federal Signal Drive, University Park, IL 60484 ("Contractor").

WHEREAS, the State has a Contract with the Contractor identified as Minnesota NASPO ValuePoint Master Agreement No. 165263, 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. 165264, is extended through August 31, 2024, at the same prices, term, conditions, and specifications.

This Amendment is effective beginning August 14, 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. FEDERAL SIGNAL 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><i>Joseph F. Bader</i></u> Signature</p> <p><u>Joseph F. Bader</u> Printed Name</p> <p>Title: <u>UP GM SSG-UP</u></p> <p>Date: <u>9/3/23</u></p> <p>By: _____ Signature</p> <p>_____ Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3. DocuSigned by:</p> <p>By: <u><i>Jack Moore</i></u> 4BAEE1897F11403...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>9/5/2023</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative. DocuSigned by:</p> <p>By: <u><i>Dustin Burns</i></u> 289B69CD33E54E4...</p> <p>Date: <u>9/7/2023</u></p>
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AMENDMENT NO. 1 TO MINNESOTA NASPO VALUEPOINT MASTER AGREEMENT NO. 165263

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), in cooperation with NASPO ValuePoint and Federal Signal 2645 Federal Signal Drive, University Park, IL 60484 ("Contractor").

WHEREAS, the State has a Contract with the Contractor identified as Minnesota NASPO ValuePoint Master Agreement No. 165263, 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.

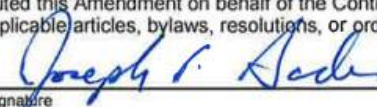
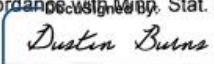

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. 165263 is extended through August 31, 2023.
2. The Federal Signal NASPO Master Agreement Price lists dated March 1, 2019 are DELETED and REPLACED with Amendment No.1, Exhibit A: Federal Signal NASPO Master Agreement Price lists dated January 18, 2021.
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 Federal Signal NASPO Master Agreement Price lists dated January 18, 2021, 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. FEDERAL SIGNAL 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 Joseph Bader Printed Name Title: <u>Vice President & GM PSS Police/Fire</u> Date: <u>5-20-2021</u> By: _____ Signature Printed Name Title: _____ Date: _____</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u></u> 268B69CD33E54E4... Title: <u>Acquisition Management Specialist</u> Date: <u>5/25/2021</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegate or representative.</p> <p>By: <u></u> 0265C0BD8EF44DE... Date: <u>5/25/2021</u></p>
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m DEPARTMENT OF
ADMINISTRATION
STATE PROCUREMENT

September 4, 2019

Mr. Mark Weber
Federal Signal
2645 Federal Signal Drive,
University Park, IL 60484

Dear Mr. Weber:

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

- Notification of Contract Award 0000000000000000165263 (165263) 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

Department of Administration | Office of State Procurement
112 Administration Building, 50 Sherburne Avenue, Saint Paul, MN 55155
651-296-2600 | mn.gov/admin/mmd
Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

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.

m DEPARTMENT OF
ADMINISTRATION
STATE PROCUREMENT

Notification of Contract Award

To: Mr. Mark Weber
Federal Signal
2645 Federal signal Drive
University Park, IL 60484

Contract Number: 0000000000000000165263
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. FEDERAL 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: Mark Weber
Signature
Mark Weber
Printed Name
Title: Chief Operating Officer
Date: 9-5-19
By: _____
Signature
Printed Name
Title: _____
Date: _____

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 76C.03, subd. 3.

By: [Signature]
Title: Acquisition Management Specialist / Buyer
Date: 9-6-19

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Kia Xiong
Date: 9/09/2019

Department of Administration | Office of State Procurement
112 Administration Building, 50 Sherburne Avenue, Saint Paul, MN 55155
651-296-2600 | mn.gov/admin/mmd

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Contract Number: 165263

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>
Federal Signal Corporation	POLICE PRICE BOOK M100 - DATED MARCH, 1, 2019, FIRE/EMS PRICE BOOK M130 - DATED MARCH, 1, 2019, and WORK TRUCK PRICE BOOK M4100 - DATED MARCH, 1, 2019	45%

<u>Quantity Breaks</u>	<u>Additional percent discount per order</u>
25+	2%

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.