





NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing-materials-management>

CONTRACT NUMBER C115062001	CONTRACT TITLE LED Emergency Light Bars, Sirens and Accessories
AMENDMENT NUMBER N/A	CONTRACT PERIOD July 8, 2015 Through July 31, 2016
REQUISITION NUMBER N/A - Statewide	VENDOR NUMBER 3509307640 0
CONTRACTOR NAME AND ADDRESS Carson Manufacturing Co., Inc. 5451 N. Rural Street Indianapolis, IN 46220	STATE AGENCY'S NAME AND ADDRESS Various Agencies throughout the State of Missouri
<p>Contract C115062001 between the State of Missouri and Carson Manufacturing Co., Inc., is hereby established pursuant to Chapter 34.046 of the Revised Statutes of the State of Missouri. The contract (C115062001) consists of the attached documentation as specified on page 2 of the Cooperative Contract Procurement document, including the WSCA-NASPO/State of Minnesota contract #81292, the referenced Participating Addendum Master Agreement, and Request for Proposal 19767.</p> <p>All transactions and invoicing conducted under the Missouri contract must reference the official Missouri contract number (C115062001) and WSCA-NASPO/State of Minnesota contract number (81292).</p> <p>The attached document shall constitute the established contract.</p>	
BUYER Tammy Michel	BUYER CONTACT INFORMATION Email: tammy.michel@oa.mo.gov Phone: (573) 751- 3114 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 7/8/15
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: C115062001
REQ NO.: N/A
TITLE: LED Emergency Light Bars, Sirens and Accessories

BUYER: Tammy Michel
PHONE NO.: (573) 751-3114
E-MAIL: tammy.michel@oa.mo.gov

TO: Carson Manufacturing
5451 N. Rural Street,
Indianapolis, IN 46220

RETURN DOCUMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM) BY
E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	tammy.michel@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Statewide
Various State Agencies

The contractor hereby agrees to provide the products described in the attached WSCA-NASPO-Cooperative Contract #81292 for LED Emergency Light Bars, Sirens and Accessories to the State of Missouri, political subdivision or governmental entity subject to the conditions stated on page 2. The contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the contractor and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME CARSON MANUFACTURING CO. INC.
MAILING ADDRESS 5451 N. Rural
CITY, STATE, ZIP CODE INDIANAPOLIS, INDIANA 46220

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. S a m c
IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE

CONTACT PERSON Toni Woodard
PHONE NUMBER 888-577-6877 Ext 122

EMAIL ADDRESS toniw@carson-mfg.com
FAX NUMBER 317-254-2667

TAXPAYER ID NUMBER (TIN) 35-0930764	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)
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VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)
 Corporation Individual State/Local Government Partnership Sole Proprietor IRS Tax-Exempt

AUTHORIZED SIGNATURE <i>Toni Woodard</i>
PRINTED NAME Toni Woodard

DATE 2-3-15
TITLE Senior Director Sales & Marketing

CONTRACT TITLE: LED EMERGENCY LIGHT BARS, SIRENS AND ACCESSORIES

CONTRACT PERIOD: DATE OF AWARD THROUGH JULY 31, 2016

Contract C115062001 is awarded by the State of Missouri consisting of the following:

- ❖ The attached Contract No. 81292, (WSCA-NASPO Contract) awarded July 29, 2014;
- ❖ The attached Participating Addendum Master Agreement; and
- ❖ The attached Request for Proposal No. 19767 issued by the State of Minnesota on November 21, 2013

The contractor shall provide LED emergency light bars, sirens and accessories to the State of Missouri, political subdivision or governmental entities specified by the State of Missouri, at the percentage discount specified in the attached documentation. All references to State of Minnesota, Department of Administration, Materials Management Division, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to State of Minnesota.

Carson Manufacturing Company, Inc. agrees upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing and Materials Management, a binding contract shall exist between Carson Manufacturing Company, Inc. and the State of Missouri.

GENERAL CONTRACTUAL & PERFORMANCE REQUIREMENTS:

Contractor's Personnel:

The contractor understands and agrees that by signing above, they certify the following:

- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- The contractor agrees to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

Subcontractors:

Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

Products Manufactured Outside United States:

If any products under this contract are being manufactured outside the United States, the Contractor MUST disclose such fact and provide details in the space below or on an attached page.

Are products being manufactured outside the United States: _____ Yes No

If Yes, describe and provide details:

Cooperative Procurement Program:

The contractor should provide LED emergency light bars, sirens and accessories as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

Indicate agreement to provide products to members of the Cooperative Procurement Program:

Yes _____ No

Federal Funds Requirement:

The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- the percentage of the total costs of the program or project which will be financed with Federal funds;
- the dollar amount of Federal funds for the project or program; and
- percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

Debarment Certification:

The contractor certifies by signing the signature page of this document that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The contractor should complete and return the attached certification regarding debarment. This document must be satisfactorily completed prior to finalizing the contract.

Missouri Statewide Contract Quarterly Administrative Fee:

The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

Payments shall be made using one of the following acceptable payment methods:

- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing and Materials Management, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing and Materials Management at (573) 751-2387.

All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

Missouri Statewide Contract Quarterly Administrative Fee Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing and Materials Management which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following DPMM website: <http://content.ia.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also attached as **Attachment 1**. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing and Materials Management
P.O. Box 809, Jefferson City, MO 65102-0809

OR

Division of Purchasing and Materials Management,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

- **Fax:** (573) 526-9815
- **Email:** ereports@oa.mo.gov

The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

Missouri Statewide Contract Quarterly Usage Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing and Materials Management (DPMM) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to DPMM.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.

Extended Price

Quantity Delivered X Unit Price Charged.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing and Materials Management no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet attached as **Attachment 2** which is downloadable from <http://content.oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<u>CARSON Manufacturing Co., Inc.</u>	
Company Name	DUNS # (if known)
<u>Tom Woodard</u>	<u>Senior Director Sales & Marketing</u>
Authorized Representative's Printed Name	Authorized Representative's Title
<u>[Signature]</u>	<u>3-17-15</u>
Authorized Representative's Signature	Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Attachment 1: Missouri Statewide Contract Quarterly Administrative Fee Report

Contractor Name: Statewide Contract Number: Date Report Submitted:		Report Contact Name: Contact Phone Number: Contact Email Address:	
Administrative Fee Payment Calculation: (If no payments received during Reporting Quarter, skip to next section)		Reporting Quarter (check one):	
Total Payments Received (minus returns & credits) from Missouri <u>State Agencies</u> during the Reporting Quarter:		<input type="checkbox"/> January 1 - March 31	
Total Payments Received (minus returns & credits) from Missouri <u>Political Subdivisions</u> (cities, counties, etc.) during the Reporting Quarter:		<input type="checkbox"/> April 1 - June 30	
Total Payments Received (minus returns & credits) from Missouri <u>Universities</u> during the Reporting Quarter:		<input type="checkbox"/> July 1 - September 30	
Total Payments Received (minus returns & credits) from <u>Governmental Entities in Other States</u> during the Reporting Quarter:		<input type="checkbox"/> October 1 - December 31	
Overall Total Payments Received (minus returns & credits) during the Reporting Quarter:		Submit this report to the Division of Purchasing and Materials Management (DPM) using one of the methods below:	
1% Administrative Fee (Multiply Overall Total Payments by 1% to determine Total Administrative Fee Payment)		1) Mail: Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City MO 65102 - 0809 OR 301 West High Street, Room 630, Jefferson City MO 65101 - 1517 2) Fax: (573) 526-9815 3) Email: ereports@oa.mo.gov	
Total Administrative Fee Payment for the Reporting Quarter:		Indicate below the method of payment used for submitting the Total Administrative Fee Payment for the Reporting Quarter and date of payment submission:	
\$0.00		[] Personal check [] Company check [] Cashier's check [] Money Order [] ACH (Electronic Payment)	
Total Administrative Fee Payment for the Reporting Quarter:		Date of Payment Submission: ___/___/20___ (mm/dd/yyyy)	
\$0.00		Signature of Responsible Party for Report Content:	
[] No payments were received during this calendar quarter for any purchases on the contract identified above.		Signature: _____ Title: _____ Date: _____	

Missouri Statewide Contract Quarterly Usage Report Instructions

The contractor shall prepare and submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing and Materials Management which shall provide the Data Element information listed below.

The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made by marking the appropriate box on the report form.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included in this spreadsheet which is downloadable from the following DPMM website address:

<http://content.oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to DPMM.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMI improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING PROGRAM
LED Emergency Light Bars, Sirens and Accessories
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Carson Manufacturing
Master Agreement No: 81292
(hereinafter "Contractor")

And

STATE OF MISSOURI
Missouri Contract Number: C115062001
(hereinafter "Participating State/Entity")

Page 1 of 4

1. Scope: This addendum covers the LED Emergency Light Bars, Sirens and Accessories led by the State of Minnesota for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity 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.

3. Participating State Modifications or Additions to Master Agreement: **For informational purposes, the contractor is requested to complete Attachment 1 regarding their economic impact to the State of Missouri.**

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Toni Woodard
Address	Carson Manufacturing Company, Inc. 5451 N. Rural Street Indianapolis, IN 46220
Telephone	888-577-6877
Fax	317-254-2667
E-mail	toniw@carson-mfg.com

Participating Entity

Name	Tammy Michel, Buyer
Address	State of Missouri Division of Purchasing and Materials Management 301 W. High Street, Room 630 Jefferson City, MO 65101
Telephone	(573) 751-3114
Fax	(573) 526-9816
E-mail	tammy.michel@oa.mo.gov

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And

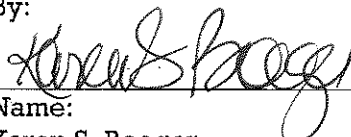
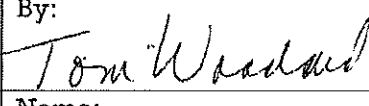
STATE OF MISSOURI
 Missouri Contract Number: C115062001
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5. Subcontractors: The Contractor's Authorized Distributors, in the State of Missouri, are approved to provide sales and service. The Authorized Distributors' participation will be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum.

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.

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

Participating State: State of Missouri	Contractor: Carson Manufacturing
By: 	By: 
Name: Karen S. Boeger	Name: TOMI WOODARD
Title: Director, Division of Purchasing and Materials Management	Title: Senior Director Sales & Marketing
Date:	Date: 2-3-15

For questions on executing a participating addendum, please contact:
 WSCA-NASPO

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@wsca-naspo.org

**PARTICIPATING ADDENDUM
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ATTACHMENT 1

Missouri Economic Impact: The utilization of Missouri business and Missouri employees and other positive economic impact in the provision of the products and/or services under Missouri Contract Number C115062001 is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

N/A

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under Missouri Contract Number C115062001.

N/A

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

N/A

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

N/A

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ATTACHMENT 1 Con't
Missouri Economic Impact:

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

N/A

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://content.oe.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:

N/A

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