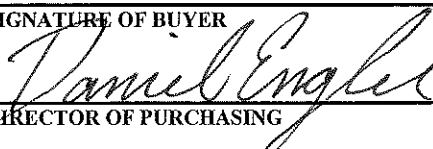
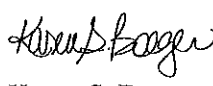




NOTICE OF AWARD

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

CONTRACT NUMBER CT170827002	CONTRACT TITLE NASPO ValuePoint – Radios Phase Two – Power Products
AMENDMENT NUMBER N/A	CONTRACT PERIOD May 1, 2017 through July 1, 2021
REQUISITION/REQUEST NUMBER N/A	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 5821287640 1 / MB00042244
CONTRACTOR NAME AND ADDRESS Power Products Unlimited, Inc. 2170 Brandon Trail Alpharetta, GA 30004	STATE AGENCY'S NAME AND ADDRESS Various State Agencies Throughout Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.046, RSMo, contract CT170827002 between the State of Missouri and Power Products Unlimited, Inc. is hereby awarded by the State of Missouri consisting of the attached documentation as specified on page 2 of the attached Cooperative Contract Procurement document and the attached 5/16/17 email from Diane Foley with Power Products Unlimited Inc.	
BUYER Daniel Engler	BUYER CONTACT INFORMATION Email: daniel.engler@oa.mo.gov Phone: (573) 522- 0001 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE May 17, 2017
DIRECTOR OF PURCHASING  Karen S. Boeger	

Engler, Daniel

From: Diane Foley <dfoley@powerproducts.com>
Sent: Tuesday, May 16, 2017 8:04 AM
To: Engler, Daniel
Subject: RE: Power Products PA...

Hi Dan,

Our service would include Account Managers, Customer Service, Billing Department, Return Processing, and possibly Engineering Services/Special Product Design. All of these services would be located here in the USA.

Please let me know if you need more information on that.

Best Regards~

Diane Foley

 **PowerProducts**
Director of Government Sales
Direct Dial: 678-292-2051
Toll Free: 800-529-1618 (Ext. 127)
Fax: 770-569-1844
dfoley@powerproducts.com
www.powerproducts.com

From: Engler, Daniel [mailto:Daniel.Engler@oa.mo.gov]
Sent: Thursday, May 4, 2017 5:20 PM
To: Diane Foley <dfoley@powerproducts.com>
Subject: RE: Power Products PA...

Diane,
How much of your services provided (not products) is overseas?

Daniel Engler, Buyer
State of Missouri
Office of Administration
Division of Purchasing
(573) 522-0001

From: Diane Foley [mailto:dfoley@powerproducts.com]
Sent: Thursday, May 04, 2017 2:24 PM
To: Engler, Daniel
Subject: RE: Power Products PA...

Sounds good Dan. Thanks~



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING
COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: CT170827002
REQ NO.: N/A - Statewide
TITLE: NASPO ValuePoint –
Radios Phase Two – Power Products

BUYER: Daniel Engler
PHONE NO.: (573) 522-0001
E-MAIL: daniel.engler@oa.mo.gov

TO: Power Products Unlimited, Inc.
2170 Brandon Trail
Alpharetta, GA 30004

RETURN DOCUMENT TO THE DIVISION OF PURCHASING AND BY E-MAIL, FAX, OR MAIL/COURIER:

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

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

VARIOUS STATE AGENCIES THROUGHOUT MISSOURI

The Contractor hereby agrees to provide the services and/or supplies described in the attached State of Washington Contract #05715 for the State of Missouri 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 Power Products Unlimited
MAILING ADDRESS 2170 Brandon Trail
CITY, STATE, ZIP CODE Alpharetta, GA 30004

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Power Products Unlimited
IRS FORM 1099 MAILING ADDRESS 2170 Brandon Trail
CITY, STATE, ZIP CODE Alpharetta, GA 30004

CONTACT PERSON Stacy Cambieri		EMAIL ADDRESS Stacy@powerproducts.com	
PHONE NUMBER 914-666-2212		FAX NUMBER 770-569-1844	
TAXPAYER ID NUMBER (TIN) 58-2128764	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 4/10/2017	
PRINTED NAME Scott Benezra		TITLE Vice President	

CONTRACT TITLE: NASPO ValuePoint – Radios Phase Two – Power Products

CONTRACT PERIOD: May 1, 2017 through July 01, 2021

Contract CT1700827002 is awarded by the State of Missouri consisting of the following documentation that is available on NASPO ValuePoint's website at <http://www.naspovaluepoint.org/#/contract-details/41/overview/general> under the description "Public Safety Communications Equipment - Radios 2016-2021 - Phase Two".

- ❖ Contract #05715, released by the State of Washington's Department of Enterprise Services on June 01, 2016.
- ❖ Solicitation #05715 issued by the State of Washington's Department of Enterprise Services.
- ❖ Participating Addendum Master Agreement.

The contractor shall provide solutions and perform the services specified by the State of Missouri's various state and local government agencies at the firm, fixed discounts specified contract established between the State of Washington and Power Products Unlimited, Inc. For purposes of the provision of products and services to the State of Missouri and its state and local government agencies, all references to the State of Washington's Division of Purchasing and NASPO ValuePoint, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to State of Washington's Division of Purchasing and NASPO ValuePoint such as background information, statistical/factual information, etc.

The contractor shall submit invoices for Public Safety Communications Equipment – Radios, Batteries, Portable Radio, provided for the State of Missouri to the address shown on the ordering agency's purchasing order.

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 and services provided under the contract by state agencies, political subdivisions and other entities in the State of Missouri. 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 (Purchasing) 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, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 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 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 which shall identify the total payments (minus returns and credits) received by the contractor from state agencies 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 (Purchasing) 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 Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment #1. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

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

OR

Division of Purchasing,
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 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 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, 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 (Purchasing) 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 Purchasing.
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 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 included herein in Attachment #2 which is downloadable from <http://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 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 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, the contractor shall comply with all contractual terms, as amended.

Executive Order 04-09: Products and/or Services Provided Outside United States:

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the offeror's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p><input checked="" type="checkbox"/> a. Unique good or service.</p> <ul style="list-style-type: none"> • EXPLAIN: <u>Land mobile batteries and chargers are almost exclusive manufactured outside the US.</u> <p><input type="checkbox"/> b. Foreign firm hired to market Missouri services/products to a foreign country.</p> <ul style="list-style-type: none"> • Identify foreign country: _____ <p><input type="checkbox"/> c. Economic cost factor exists</p> <ul style="list-style-type: none"> • EXPLAIN: _____ <p><input type="checkbox"/> d. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.</p> <ul style="list-style-type: none"> • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: <u> </u>% • Specify what contract work would be performed outside the United States: _____ 		

EXHIBIT A

**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.

Power Products Unlimited

94-646-9087

Company Name

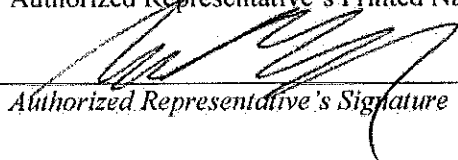
DUNS # (if known)

Scott Benezra

Vice President

Authorized Representative's Printed Name

Authorized Representative's Title


Authorized Representative's Signature

4/10/17

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.

EXHIBIT B
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A - CURRENTLY NOT A BUSINESS ENTITY	
<p>I certify that _____ (Company/Individual Name) <u>DOES NOT CURRENTLY MEET</u> the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)</p> <p style="margin-left: 40px;"> <input type="checkbox"/> I am a self-employed individual with no employees; OR <input type="checkbox"/> The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo. </p> <p>I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under C215079001 (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing and Materials Management with all documentation required in Box B of this exhibit.</p>	
<p>_____ Authorized Representative's Name (Please Print)</p>	<p>_____ Authorized Representative's Signature</p>
<p>_____ Company Name (if applicable)</p>	<p>_____ Date</p>

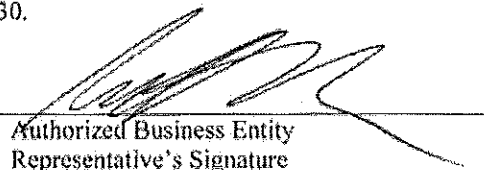
EXHIBIT B, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that Power Products Unlimited (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Scott Benezra
Authorized Business Entity Representative's Name
(Please Print)


Authorized Business Entity Representative's Signature

Power Products Unlimited
Business Entity Name

4/10/2017
Date

sbenezra@powerproducts.com
E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/ce_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

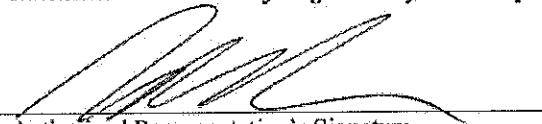
EXHIBIT B, continued

AFFIDAVIT OF WORK AUTHORIZATION:

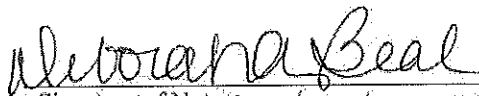
The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Scott Benzra (Name of Business Entity Authorized Representative) as Vice President (Position/Title) first being duly sworn on my oath, affirm Power Products Unlimited (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Power Products Unlimited (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

 _____ Authorized Representative's Signature	Scott Benzra _____ Printed Name
Vice President _____ Title	4/10/2017 _____ Date
sbenezra@powerproducts.com _____ E-Mail Address	619197 _____ E-Verify Company ID Number

Subscribed and sworn to before me this 11th of April, 2017 am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of York, State of
(NAME OF COUNTY)
Maine, and my commission expires on 09-16-2017
(NAME OF STATE) (DATE)



Signature of Notary Deborah A. Beal
Date 04-11-2017



EXHIBIT B, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University*** to Which Previous E-Verify Documentation Submitted:

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date



Company ID Number: 619197

Client Company ID Number: 911564

Approved by:

Employer Power Products Unlimited, Inc.	
Name (Please Type or Print)	Title
Barry Culbertson	CEO
Signature 	Date 9-23-15
E-Verify Employer Agent Efficient Forms LLC (EEA)	
Name (Please Type or Print)	Title
Kim Moore	
Signature Electronically Signed	Date 09/22/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

PARTICIPATING ADDENDUM
NASPO ValuePoint (formerly WSCA-NASPO)
Public Safety Communication Support Equipment 05715
Lead by the State of Washington (hereinafter "Lead State")

PARTICIPATING ADDENDUM

Power Products Unlimited, Inc.
(hereinafter "Contractor")

And

State of Missouri
(hereinafter "Participating State")

Page 1 of 7

1. Scope: This addendum covers the purchase of public safety communication equipment and is for use by the state agencies governed by RSMo Chapter 34, political subdivisions, and universities of the State of Missouri as authorized by statute to utilize State of Missouri contracts with the prior approval of the Director of the Division of Purchasing.

Contractor has been awarded the following category/subcategory:

Batteries, Portable Radio

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by state agencies governed by RSMO Chapter 34, political subdivisions, and other entities (including cooperatives) and universities authorized by Missouri's statutes to use state contracts are approved by the Director of the Division of Purchasing for the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing.

3. Participating State Modifications or Additions to Master Agreement:

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

- a) For informational purposes, the contractor is requested to complete Exhibit A regarding their economic impact to the State of Missouri.
- b) Missouri Statewide Contract Quarterly Administrative Fee:
 - 1) 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 and services provided under the contract by state agencies, political subdivisions and other entities in the State of Missouri. Payment of the one percent administrative fee shall be non-negotiable.
 - 2) 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 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.
- 3) 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, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 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 at (573) 751-2387.

- 4) 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.

C) Missouri Statewide Contract Quarterly Administrative Fee Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing 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 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 (Attachment 1) may be downloaded from the following Division of Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809
OR
Division of Purchasing,
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 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 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, the contractor shall comply with all contractual terms, as amended.

c) Missouri Statewide Contract Quarterly Usage Report:

- 1) The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing 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 Division of Purchasing.
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.

- 2) **Sales Reporting:** The manufacturer must provide quarterly reports to the Division of Purchasing identifying devices purchased, leased, and maintained under this contract.
- a. The report must list the placement of all batteries and portable radio equipment (purchased or fair market value lease) during the previous three months.
 - b. The report must be presented by email within 30 business days after the end of each reporting period.
 - c. Reports must include the following:
 - i.Contract Number;
 - ii.Equipment Make, Model, and Serial Number;
 - iii.State Agency and Location;
 - iv.Purchase or Fair Market Value Lease;
 - v.Maintenance Agreements;
- 3) 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 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.
- 4) The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (Attachment 2) which is downloadable from <http://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 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 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, the contractor shall comply with all contractual terms, as amended.

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

<u>Contractor</u>	
Name	Stacy Cambareri
Address	2170 Brandon Trail Alpharetta, GA 30004
Telephone	(914) 666-2212/(800) 529-1618 ext. 139
Fax	N/A
E-mail	stacy@powerproducts.com

<u>Participating Entity</u>	
Name	Daniel Engler
Address	301 W. High St., Jefferson City, MO 65101
Telephone	(573) 522-0001
E-mail	daniel.engler@oa.mo.gov

5. Subcontractors:

All [contractor] dealers/resellers/distributors authorized in the State of xxxxxxxx, as shown on the NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Power Products dealer's/resellers/distributors participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract 05715 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized dealers/resellers/distributors so they can arrange for proper ordering and installation of your equipment. During Contract performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of Contract requirements. Information shall include their name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services).

7. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **CT170827002** and the Lead State master price agreement number: 05715.

8. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 05715 (administered by the State of Washington) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: <i>Missouri</i>	Contractor: Power Products Unlimited, Inc.
By: <i>Karen S. Boeger</i>	By: <i>Scott Benzra</i>
Name: <i>Karen S. Boeger</i>	Name: Scott Benzra
Title: <i>Director, Div. of Purchasing</i>	Title: Vice President
Date: <i>4-24-2017</i>	Date: 4/10/2017

[Additional signatures as required by Participating State]

If you have questions about this Participating Addendum or the participation process, please contact:

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION

Name	Ted Fosket, Cooperative Development Coordinator
Telephone	907-723-3360
E-mail	tfosket@naspovalupoint.org

[Fully executed PDF copy of this document should be emailed to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]

PARTICIPATING ADDENDUM
NASPO ValuePoint (formerly WSCA-NASPO)
Public Safety Communication Support Equipment 05715
Lead by the State of Washington (hereinafter "Lead State")

PARTICIPATING ADDENDUM

Power Products Unlimited, Inc.
(hereinafter "Contractor")

And

State of Missouri
(hereinafter "Participating State")

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Exhibit A

Economic Impact to Missouri: The vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services identified in the RFP. The vendor should respond to the following:

- a. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- b. Provide a description of the company's economic presence within the State of Missouri by type of facility (e.g. type of facilities: sales offices, sales outlets, divisions, manufacturing, warehouse, other)
 - o Type of Facility:
 - o Location:
 - o Year of Establishment:
 - o Number of Employees:
- c. If the vendor will be using subcontractors to provide goods or services to fulfill this contract, please provide the economic presence within the State of Missouri for each subcontractor:
 - o Type of Facility:
 - o Location:
 - o Year of Establishment:
 - o Number of Employees:
- d. In fulfilling the deliverables of this contract, would the vendor hire new employees in Missouri? If so, please provide:
 - o Type of Facility and Location of New Employees:
 - o Anticipated Number of New Employees:
- e. The vendor should identify any small business partners located in the State of Missouri the vendor intends to utilize to provide products and services through the contract. Additionally, the vendor should describe the ongoing process they would utilize to sustain the ongoing business relationships with the small business community to ensure their involvement in having opportunities to provide products and services through the contract.

Exhibit A

Economic Impact to Missouri: The vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services identified in the RFP. The vendor should respond to the following:

- a. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

Power Products will be providing critical equipment used broadly throughout the state of Missouri by government agencies including State and Local Police, Fire, DPW, EMT, Schools, and other state and local government agencies. This equipment will include batteries and chargers for portable radios which are in use daily by these agencies.

- b. Provide a description of the company's economic presence within the State of Missouri by type of facility (e.g. type of facilities: sales offices, sales outlets, divisions, manufacturing, warehouse, other)

- o Type of Facility:
- o Location:
- o Year of Establishment:
- o Number of Employees:

No presence in the state of Missouri

- c. If the vendor will be using subcontractors to provide goods or services to fulfill this contract, please provide the economic presence within the State of Missouri for each subcontractor:

- o Type of Facility:
- o Location:
- o Year of Establishment:
- o Number of Employees:

No subcontractors in the state of Missouri

- d. In fulfilling the deliverables of this contract, would the vendor hire new employees in Missouri? If so, please provide:

- o Type of Facility and Location of New Employees:
- o Anticipated Number of New Employees:

None

- e. The vendor should identify any small business partners located in the State of Missouri the vendor intends to utilize to provide products and services through the contract. Additionally, the vendor should describe the ongoing process they would utilize to sustain the ongoing business relationships with the small business community to ensure their involvement in having opportunities to provide products and services through the contract.

None

