

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 Oklahoma, SW141]
(hereinafter "Participating State/Entity")

Page 1 of 3

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 of Oklahoma authorized by that state's statutes to utilize Oklahoma 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 Oklahoma 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:

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

See Attachment "A" for Modifications

4. Reserved

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

<u>Contractor</u>	
Name	Toni Woodard
Address	5451 N. Rural Street, Indianapolis, IN 46220
Telephone	888-577-6877
Fax	317-254-2667
E-mail	toniw@carson-mfg.com

<u>Participating Entity</u>	
Name	State of Oklahoma, OMES Central Purchasing Division
Address	2401 N. Lincoln Blvd., Suite 116 Oklahoma City, OK 73105
Telephone	405-522-1037
Fax	405-522-1077
E-mail	laura.bybee@omes.ok.gov

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

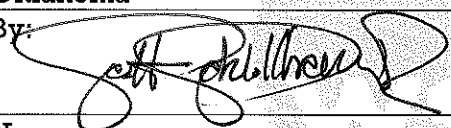
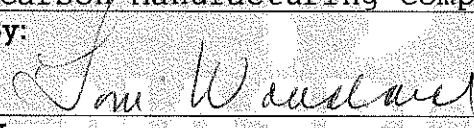
[State of Oklahoma, SW141]
 (hereinafter "Participating State/Entity")

Page 2 of 3

6. Subcontractors: The Contractor's Authorized Distributors, in the State of Oklahoma, 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.

7. 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: Oklahoma	Contractor: Carson Manufacturing Company, Inc
By: 	By: 
Name: Scott Schlotthauer	Name: Toni Woodard
Title: State Purchasing Director	Title: Senior Director of Sales & Marketing
Date: 9/2/2014	Date: 8-26-14

[Additional signatures as required by Participating State]

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
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 Oklahoma, SW141]
(hereinafter "Participating State/Entity")

Page 3 of 3

**[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]**



**WSCA-NASPO
COOPERATIVE PURCHASING
ORGANIZATION, LLC**

ATTACHMENT A
STATE OF OKLAHOMA
CENTRAL PURCHASING DIVISION
TERMS AND CONDITIONS

Contract Period. The Contract Period for Award Number 81292 is August 1, 2014 through July 31, 2016.

Renewal. Upon mutual written agreement by both parties, the Oklahoma contract period is date of Award through July 31, 2015, and may be renewed under the same terms and conditions for an additional one (1) year period running through July 31, 2016 and any additional extensions as exercised by the State of Minnesota (Lead State).

Jurisdiction or Venue. The laws of the State of Minnesota shall govern the Master WSCA-NASPO agreement; provided that the laws of the State of Oklahoma govern the Participating Addendum and the individual transactions of the procuring agencies within the State of Oklahoma.

Carson Manufacturing agrees to provide the Central Purchasing Division a 1.0% Contract Management Fee as described below.

- Contract Management Fee will be paid within 30 calendar days after a calendar quarter based on total gross sales within the State of Oklahoma and mailed to:

OMES - Central Purchasing Division
Agency Business Services
3812 N. Santa Fe, Suite 290
Oklahoma City, OK 73118

- The Administrative Fee equals (1%) percent of the total quarterly sales reported.
- Carson Manufacturing will provide quarterly usage reports and other back up documentation to the Oklahoma Central Purchasing Division to substantiate the rebate amount.
- In accordance with Minnesota State Contract, 81292, the Administrative Fee may be added to the price of each item. A revised pricing scheduled must be sent with the signed copies of the Participating Addendum.

Audit and Records.

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. On forming any contract with the State, the Contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract.

(b) Contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

Ordering. Any supplies and/or services to be furnished under this contract shall be ordered by purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

Invoice. Proper invoices shall be submitted to the procuring agency with the appropriate purchase order, State Wide contract number and Vendors Contract Number referenced on the Invoice.

Payment . Payments shall be submitted to the Contractor at the address shown on the invoice. Payment shall be tendered to the Contractor within forty-five (45) of the date of receipt. After the forty-fifth day from the invoice receipt, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma statutes. The interest rate due is established by the Oklahoma State Treasurer's office each year. The Contractor is responsible for

claiming the interest rate. The procuring agency shall make a good faith effort to pay within forty-five (45) days of the invoice receipt. Once the order is placed, Applied Concepts, LTD. will ship it directly to the Agency. They will send Agency an invoice directly. Agency in turn, will remit payment directly to Applied Concepts.

PURCHASE CARD: Agencies may make payments for oral or written delivery orders by using the State of Oklahoma purchase card (p-card). Oral delivery requests will be honored by the Contractor when paid by Purchase Card. **Payments made using the purchase card are in accordance with the WSCA-NASPO State of Minnesota contract.** The contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item in accordance with other contract requirements, the contractor shall immediately credit a cardholder's account for items returned as defective or faulty.

Product Availability. Contractor must use best effort to assure product availability through duration of contract period.

Additional Manufacturer Discounts. For contract items, the Contractor agrees to allow any particular Participating State or agency thereof to accept additional discounts offered by a Manufacturer for whom the Contractor is a distributor if those discounts will result in a lower net price to the State. The Contractor agrees to furnish these items under the terms and conditions of the Contract but at the lower net price as agreed by the Manufacturer and the Participating State.

Contractor Usage Reporting Requirements. Reports shall include information by product number, quantity, ordering entity and the total dollar by amounts sold/ordering entity by name. Reports shall be submitted quarterly. Usage Reports shall be submitted within thirty (30) calendar days upon completion of the quarter. Contract quarterly reporting periods are:

July 1 through September 30 - due October 30;
October 1 through December 31 - due January 31
January 1 through March 31- Due April 30
April 1 through June 30- Due May 31

Usage reports are to be emailed to the State of Oklahoma, OMES-Central Purchasing Division, at strageic.sourcing@omes.ok.gov

Failure to provide usage reports shall result in cancellation or suspension of contract.

Failure to Comply Statement. The Contractor agrees that should it be in non-compliance with this contract, any applicable federal or state laws, or regulations that the contract may be suspended, terminated, or canceled in part or in whole. Observance of the compliance with the requirements thereof shall be the responsibility of the Contractor, without reliance on or direction by the State of Oklahoma.

Product Acceptability. Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

Oral Agreements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation or the resultant contract. The Central Purchasing Division must make all modifications to the contract in writing.

Termination of Contract. Either party can cancel this contract with a thirty (30) day written notice to the business address of record.

The State of Oklahoma is Tax Exempt; proof of this status is available upon request.