

1/15/14 8/8/2014
AMENDMENT NO. 1 TO WSCA-NASPO MASTER AGREEMENT NO. 81371

ORIGINAL

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Star Headlight and Lantern Co. dba Star Warning Systems/Star Vehicle Products 455 Rochester St. Avon, NY 14414 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Minnesota WSCA-NASPO Master Agreement No. 81371, August 1, 2014 to July 31, 2016 ("Contract"), to provide LED Emergency Light Bars, Siren Warning Accessories, and Other Related Accessories; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

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

1. Contract No. 81371 is amended to **DELETE** Item No. 14 on Page 46 of the Contract and **REPLACE** it with the following:

AUTHORIZED DISTRIBUTOR LIST. The Contract Vendor may submit a list of authorized distributors specific to each state.

The Contract Vendor may choose to provide all quotes, accept all purchase orders, accept all payments, perform all deliveries, and provide all invoices, or the Contract Vendor may delegate these duties to its authorized distributors. The Contract Vendor is responsible for its authorized distributor's performance. No authorized distributor shall serve to terminate or in any way affect the primary legal responsibility of the Contract Vendor for timely and satisfactory performance of the obligations of the Master Agreement.

The Participating Entity reserves the right to remove any authorized distributor, only from their Participating Addendum, at any time due to poor performance upon written notice to the Contract Vendor. For Participating Entities in states without authorized distributors, the Contract Vendor must take all orders direct until an authorized distributor is assigned.

The Contract Vendor is responsible for collecting, and submitting, all sales reports from their sales and the authorized distributors, and submitting all Administration Fees on invoiced sales whether they have been paid or not.

The Contract Vendor may add and/or delete Authorized Distributors at any time during the Master Agreement term upon request and mutual agreement of the Participating Entity.

2. **DELETE Item No. 34 on Page 13 of the SOLICITATION and REPLACE it with the following:**
HAZARDOUS SUBSTANCES. To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. Should a customer request an MSDS, the Contract Vendor will provide one if one is available for the product sold.
3. **DELETE Item No. 21 on Page 21 of the SOLICITATION and REPLACE it with the following:**
ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
4. All other terms and conditions remain unchanged.

This Amendment is effective beginning August 12, 2014, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until July 31, 2016, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

**1. STAR HEADLIGHT AND LANTERN CO.
dba STAR WARNING SYSTEMS/STAR
VEHICLE PRODUCTS**

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Signature

Printed Name

Title: _____

Date: _____

By: _____

Signature

Printed Name

Title: _____

Date: _____

2. MATERIALS MANAGEMENT DIVISION

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

By: _____

Title: Acquisition Management Specialist

Date: _____

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative

By: _____

Date: _____

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