NASPO ValuePoint

PARTICIPATING ADDENDUM

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICE AND SOLUTIONS

Lead by the State of **Washington**

Master Agreement #: 00318

Contractor: **Sabre Communications Corporation**

Participating Entity: **STATE OF MISSOURI**

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

Sabre Communications Corporation has been awarded the following categories/sub-category/solutions. Detail regarding available services, warranty, software options along with products and pricing are available on the NASPO ValuePoint webpage.

11.2 Equipment Shelter: Concrete
12.4 Towers: Guyed
12.5 Towers: Guyed, Light
12.6 Towers: Lattice
12.7 Towers: Lattice, Light
12.8 Towers: Monopole

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Public Safety Communications Products, Services and Solutions* led by the State of Washington for use by 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.

2. Participation: Use of specific NASPO ValuePoint cooperative contras by the state agencies governed by RSMo Chapter 34, political subdivisions, and other entities (including cooperative) 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. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Phillip Haigler
Address:	7101 Southbridge Drive Sioux City, IA 51111
Telephone:	(850) 225 - 9614
Fax:	
Email:	plhaigler@sabreindustries.com

Participating Entity

Name:	Christopher Lozuaway
Address:	301 W. High Street, P.O. Box 809 Jefferson City, MO 65102-0809
Telephone:	(573) 751-1567
Fax:	(573) 526-9816
Email:	Christopher.Lozuaway@oa.mo.gov

4. Participating Entity Modifications Or Additions To The Master Agreement

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

Participating Entity must check one of the boxes below.

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

[**X**] The following changes are modifying or supplementing the Master Agreement terms and conditions.

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:

In accordance with paragraph 10.2 of the NASPO ValuePoint Public Safety Communications Products, Services and Solutions contract, the Contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply for all amounts invoiced (minus returns and credits) by the Contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

The Contractor shall pay the administrative fee for each calendar quarter (i.e. March 31, June 30, September 30, and December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total for all amounts invoiced (minus returns and credits) 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 second 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 (or PA number and vendor name if no State of Missouri contract number has been assigned) 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 shall identify the total amounts invoiced (minus returns and credits) by the Contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract as reported during the applicable calendar quarter

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 second 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 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 so long as such modifications are reasonable. 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. If and to the extent the contractor agrees, any such modifications shall be set forth in a formal written contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing.

d. Missouri Statewide Contract Quarterly Usage Report:

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 Description	Description of product 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 (if available).
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 amounts invoiced (minus credits and returns), 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 second 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 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 so long as the timing for submission of such report is equal to or exceeds the one stated under this PA. 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. If and to the extent the Contractor agrees, any such modifications shall be set forth in a formal written contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing.

5. <u>Subcontractors</u>: All the contractor's dealers/resellers/distributers authorized in the State of Missouri, as shown on the NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO Master Agreement. It shall be the contractor's responsibility to maintain the list of authorized dealers/resellers/distributers on the NASPO ValuePoint website. In order for dealers/resellers/distributers to sell to State of Missouri state agencies, the dealers/resellers/distributers must establish a cooperative contract with the State of Missouri's Division of Purchasing. The contractor's dealers' /resellers'/distributers' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. <u>Orders:</u> Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

7. <u>Purchase Order Instructions</u>: All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Master Agreement number 00318 and State of Missouri Contract Number (if assigned) (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. During Contract performance, the contractor shall identify and make available to state agencies governed by RSMo Chapter 34, political subdivisions, and universities of the State of Missouri upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of the 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).

8. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the appropriate State of Missouri contract number associated with the manufacturer or dealer providing the product or service and the Lead State master price agreement number: 00318.

9. 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 00318 (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 Entity: State of Missouri	Contractor: Sabre Communications Corporation
Signature: Karen S. Boeger	Signature: Phillip Haigler Digitally signed by Phillip Haigler DN: cn=Phillip Haigler, o=Sabre Communications Corp., ou, email=plhaigler@sabreindustries.com, c=US Date: 2022.05.18 11:08:53 -05'00'
Name: Karen Boeger	Name: Phillip Haigler
Title: Director, Division of Purchasing	Title: Contracts Manager – Federal Programs
Date: 5/18/22	Date: May 18, 2022

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

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org.

EXHIBIT A

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and Sabre Communications Corporation 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 employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.
   None

2. 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 under the Missouri Contract.
   None

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
   None

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:
   The use of WBE's would be dependent upon the scope of work for each opportunity.

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:
   The use of these would be dependent upon the scope of work for each opportunity.

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites http://oa.mo.gov/sites/default/files/sdvelisting.pdf you will use in the provision of products and services under the contract:
   The use of SDVE's would be dependent upon the scope of work for each opportunity.