

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Intelicom Inc. dba LiteSys Inc.
P.O. Box 239
Belgrade, MT 59714

**FIRST AMENDMENT
TO
CONTRACT No. 03220
VARIABLE MESSAGE BOARDS**

This First Amendment (“Amendment”) to Contract No. 03220 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Intelicom Inc. dba LiteSys Inc., a Montana Corporation (“Contractor”) and is dated as of April 1, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03220 for Variable Message Boards dated effective as of February 1, 2021 (“Contract”).
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

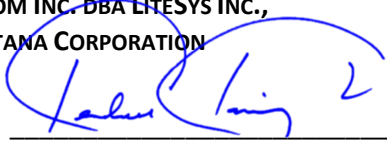
NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **PRICE ADJUSTMENT.** The Contract Exhibit B - Prices for Goods of the Master contract is hereby deleted in its entirety, inserting Exhibit A of this amendment in its place.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**INTELCOM INC. DBA LITESYS INC.,
A MONTANA CORPORATION**

By: 
Name: Kendall Kanning
Title: Corporate Sales Manager
Date: April 22, 2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**


By: 
Name: Alexander Kenesson
Title: Procurement Supervisor
Date: April 22, 2022

Exhibit A

Item	MFGR.	Model	Price
2 Line Message Sign; Truck Mounted			
LiteReader VCMS, 2 Line 10" Character Matrix Message Sign with Upper Mount Part Number: 1020A-4W-1/U/NM	LiteSys Inc.	1020A-4W-1	\$ 7,127.96
Available Options			
LiteReader VCMS, 2 Line 10" Full Matrix Message Sign with Upper Mount Part Number: 1020F-4/UV/AC	LiteSys Inc.	1020F-4	\$ 10,484.76
LiteReader VCMS, 2 Line 10" Character Matrix Message Sign with Fixed Mount Part Number: 1020A-4W-1/X	LiteSys Inc.	1020A-4W-1	\$ 6,835.28
LiteReader VCMS, 2 Line 10" Full Matrix Message Sign with Fixed Mount Part Number: 1020F-4/X	LiteSys Inc.	1020F-4	\$ 10,054.67
Bed Lower Mount Bracket for flatbed truck Part Number: MTS:B10	LiteSys Inc.	B10	\$ 680.80
Bed Rail Lower Mount Bracket for pickup truck Part Number: MTS:BR10	LiteSys Inc.	BR10	\$ 680.80
Manual Swivel Mount Accessory Part Number: MTS:MS10	LiteSys Inc.	MS10	\$ 1,389.93
Powered Swivel Mount Accessory Part Number: MTS:PS10	LiteSys Inc.	PS10	\$ 3,980.96

Item	MFGR.	Model	Price
3 Line Message Sign; Truck Mounted			
LiteReader VCMS, 3 Line 10" Character Matrix Message Sign with Upper Mount Part Number: 1030A-4W-1/U/NM	LiteSys Inc.	1030A-4W-1	\$ 8,072.06
Available Options			
LiteReader VCMS, 3 Line 10" Full Matrix Message Sign with Upper Mount Part Number: 1030F-4/UV/AC	LiteSys Inc.	1030F-4	\$ 12,897.46
LiteReader VCMS, 3 Line 12" Full Matrix Message Sign with Upper Mount Part Number: 1230F-4/UV/AC	LiteSys Inc.	1230F-4	\$ 15,939.56
LiteReader VCMS, 3 Line 10" Character Matrix Message Sign with Fixed Mount Part Number: 1030A-4W-1/X	LiteSys Inc.	1030A-4W-1	\$ 7,736.38
LiteReader VCMS, 3 Line 10" Full Matrix Message Sign with Fixed Mount Part Number: 1030F-4/X	LiteSys Inc.	1030F-4	\$ 12,367.71

LiteReader VCMS, 3 Line 12" Full Matrix Message Sign with Fixed Mount Part Number: 1230F-4/X	LiteSys Inc.	1230F-4	\$ 15,286.03
Motorist Speed Feedback (Radar) System *This option is only available for NEW 3 Line Full Matrix Signs Part Number: ACC:MSFS/DL	LiteSys Inc.	MSFS	\$ 3,661.01
Bed Lower Mount Bracket for flat bed truck Part Number: MTS:B10	LiteSys Inc.	B10	\$ 680.80
Bed Rail Lower Mount Bracket for pickup truck Part Number: MTS:BR10	LiteSys Inc.	BR10	\$ 680.80
Manual Swivel Mount Accessory Part Number: MTS:MS10	LiteSys Inc.	MS10	\$ 1,389.93
Powered Swivel Mount Accessory Part Number: MTS:PS10	LiteSys Inc.	PS10	\$ 3,980.96

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P.O. Box 239
Belgrade, MT 59714

**SECOND AMENDMENT
TO
CONTRACT No. 03220
VARIABLE MESSAGE BOARDS**

This Second Amendment (“Amendment”) to Contract No. 03220 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Intelicom Inc. dba LiteSys Inc., a Montana Corporation (“Contractor”) and is dated as of June 30, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03220 for Variable Message Boards dated effective as of February 1, 2021 (“Contract”).
- B. The Parties previously amended the Contract one time.
 - First Amendment dated April 1, 2022 (price adjustment).
- C. Enterprise Services and Contractor are witnessing unanticipated costs increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly tensioning pricing pertaining to this Master Contract. Accordingly, the Parties now desire to amend the Master Contract to address certain unanticipated cost increases and provide temporary an equitable, temporary price adjustment consistent with the purpose of this Master Contract.
- D. The amendment set forth herein is within the scope of the Contract.
- E. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. TEMPORARY PRICE ADJUSTMENT. The Master Contract is amended to add the following provision:

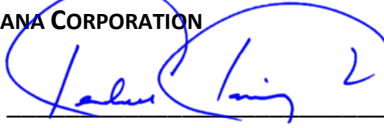
TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, beginning July 1, 2022, Enterprise Services will review, evaluate monthly, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract’s applicable price adjustment procedures, if any; *Provided*, however, that:

- (a) Such price adjustments are based off of a third-party index, such as the NYSE American Steel Index Price (NYSE: STEEL)
 - (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);
 - (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;
 - (d) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;
 - (e) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and
 - (f) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**INTELICOM INC. DBA LITESYS INC.,
A MONTANA CORPORATION**

By: _____



Name: Kendal Kanning

Title: Corporate Sales Manager

Date: June 23, 2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____



Name: Alexander Kenesson

Title: Procurement Supervisor

Date: June 24, 2022

THIRD AMENDMENT
TO
STATEWIDE CONTRACT NO. 03220
VARIABLE MESSAGE BOARDS

This third Amendment (“Amendment”) to Contract No. 03220 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Intellicom Inc. dba Litesys Inc., a Montana Corporation (“Contractor”) and is dated effective as of April 15, 2023.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03220 for Variable Message Boards dated effective as of February 1, 2021 (“Contract”).
- B. The Parties previously amended the Contract two times:
 - First Amendment dated April 1, 2022 (price adjustment)
 - Second Amendment dated June 30, 2022 (temporary price adjustment)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **PRICE ADJUSTMENT.** The Contract pricing for the goods/services is hereby amended by deleting the existing **Exhibit B – Prices** of the contract in its entirety and inserting the attached **Exhibit A – Prices for Goods** (dated March 24, 2023) in its place. As of the effective date of this Amendment, any reference to **Exhibit B – Prices** shall be deemed to be a reference to the attached **Exhibit A – Prices for Goods** (dated March 24, 2023).
2. **VENDOR MANAGEMENT FEE.** The following provision is added to Section 8.2 of the Contract, replacing the previous Section 8.2 in its entirety:

VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total
Contract sales invoiced (not including sales tax) x
.0125.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
 - (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
 - (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Contract suspension or termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
 - (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

6. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**INTELLICOM INC. DBA LITESYS INC.,
A MONTANA CORPORATION**

By: _____

Name: Kendal Kanning

Title: Corporate Sales Manager

Date: April 17, 2023

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____

Name: Alexander Kenesson

Title: Procurement Supervisor

Date: April 27, 2023

Exhibit A
Prices for Goods

Item	MFGR	Model	Price
2 Line Message Sign; Truck Mounted			
LiteReader VCMS, 2 Line 10" Character Matrix Message Sign with Upper Mount Part Number: 1020A-4W-1/U/NM	LiteSys Inc.	1020A-4W-1	\$7,983.32
Available Options			
LiteReader VCMS, 2 Line 10" Full Matrix Message Sign with Upper Mount Part Number: 1020F-4/UV/AC	LiteSys Inc.	1020F-4	\$11,742.93
LiteReader VCMS, 2 Line 10" Character Matrix Message Sign with Fixed Mount Part Number: 1020A-4W-1/X	LiteSys Inc.	1020A-4W-1	\$7,655.51
LiteReader VCMS, 2 Line 10" Full Matrix Message Sign with Fixed Mount Part Number: 1020F-4/X	LiteSys Inc.	1020F-4	\$11,261.23
Bed Lower Mount Bracket for flatbed truck Part Number: MTS:B10	LiteSys Inc.	B10	\$762.50
Bed Rail Lower Mount Bracket for pickup truck Part Number: MTS:BR10	LiteSys Inc.	BR10	\$762.50
Manual Swivel Mount Accessory Part Number: MTS:MS10	LiteSys Inc.	MS10	\$1,556.72
Powered Swivel Mount Accessory Part Number: MTS:PS10	LiteSys Inc.	PS10	\$4,458.68

Item	MFGR	Model	Price
3 Line Message Sign; Truck Mounted			
LiteReader VCMS, 3 Line 10" Character Matrix Message Sign with Upper Mount Part Number: 1030A-4W-1/U/NM	LiteSys Inc.	1030A-4W-1	\$9,040.71
Available Options			
LiteReader VCMS, 3 Line 10" Full Matrix Message Sign with Upper Mount Part Number: 1030F-4/UV/AC	LiteSys Inc.	1030F-4	\$14,445.16
LiteReader VCMS, 3 Line 12" Full Matrix Message Sign with Upper Mount Part Number: 1230F-4/UV/AC	LiteSys Inc.	1230F-4	\$17,852.31
LiteReader VCMS, 3 Line 10" Character Matrix Message Sign with Fixed Mount Part Number: 1030A-4W-1/X	LiteSys Inc.	1030A-4W-1	\$8,664.75
LiteReader VCMS, 3 Line 10" Full Matrix Message Sign with Fixed Mount Part Number: 1030F-4/X	LiteSys Inc.	1030F-4	\$13,851.84
LiteReader VCMS, 3 Line 12" Full Matrix Message Sign with Fixed Mount Part Number: 1230F-4/X	LiteSys Inc.	1230F-4	\$17,120.35
Motorist Speed Feedback (Radar) System *This option is only available for NEW 3 Line Full Matrix Signs Part Number: ACC:MSFS/DL	LiteSys Inc.	MSFS	\$4,100.33

Bed Lower Mount Bracket for flat bed truck Part Number: MTS:B10	LiteSys Inc.	B10	\$762.50
Bed Rail Lower Mount Bracket for pickup truck Part Number: MTS:BR10	LiteSys Inc.	BR10	\$762.50
Manual Swivel Mount Accessory Part Number: MTS:MS10	LiteSys Inc.	MS10	\$1,484.00
Powered Swivel Mount Accessory Part Number: MTS:PS10	LiteSys Inc.	PS10	\$4,458.68