

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

Standard Fusee Corporation
P.O. Box 1047
Easton, MD 21601

**FIRST AMENDMENT
TO
CONTRACT No. 03317
SIGNAL FLARES & HIGHWAY SIGNAL DEVICES**

This First Amendment ("Amendment") to Contract No. 03317 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 Standard Fusee Corporation, a Maryland, Corporation ("Contractor") and is dated as of October 4, 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 03317 for Signal Flares & Highway Signal Devices dated effective as of January 1, 2017 ("Contract").
- B. The Parties have not previously amended the Contract.
- 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. COVERED PRODUCTS.

- a. Delete Item 4, With Wire Stand, 15 minutes, standard fuse, #2715 or equal, (36/case).

b. Change from:

Item	Flare Description	UOM	Price	Delivery Days	Bulk Discount
1	Without Spike Base, 15 Minutes, 3 per package, Standard Fusee #1715 or equal (36/case)	Case	\$25.98	20	5% at 200 case per order
2	Without Spike Base, 20 Minutes, 3 per package, Standard Fusee #17209 or equal (36/case)	Case	\$30.75	20	5% at 200 case per order

3	Without Spike Base, 30 Minutes, 3 per package, Standard Fusee #17309 or equal (36/case)	Case	\$43.14	20	5% at 200 case per order
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c. Change to:

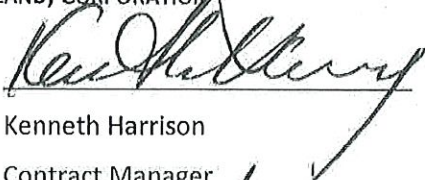
1	Without Spike Base, 15 Minutes, Standard Fusee #0715 (72/case)	Case	\$51.96	20	5% at 200 case per order
2	Without Spike Base, 20 Minutes, Standard Fusee #7200 (36/case)	Case	\$30.75	20	5% at 200 case per order
3	Without Spike Base, 30 Minutes, Standard Fusee #0730 (36/case)	Case	\$43.14	20	5% at 200 case per order

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.

STANDARD FUSEE CORPORATION,
A MARYLAND, CORPORATION

By:



Name: Kenneth Harrison

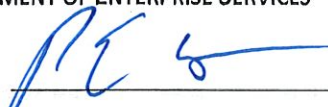
Title: Contract Manager

Date:

10/31/19

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:



Name: Richard Worthy

Title: Contract Specialist

Date:

10/31/19

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability Insurance for the Indemnity provided under this Master Contract.
2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the Insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or Intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
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Standard Fusee Corporation
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**SECOND AMENDMENT
TO
CONTRACT NO. 03317
SIGNAL FLARES & HIGHWAY SIGNAL DEVICES**

This Second Amendment ("Amendment") to Contract No. 03317 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 Standard Fusee Corporation, a Delaware corporation ("Contractor") and is dated as of November 20, 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 03317 for Signal Flares & Highway Signal Devices dated effective as of January 1, 2017 ("Contract").
- B. The Parties have previously amended the Contract once.
 - a. Amendment 1 dated October 4, 2019 (Covered Products)
- 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. COVERED PRODUCTS. The Contract, Exhibit B Prices for Goods is hereby amended to add the following items at the stated prices:

1	5 minute auto ignition flare, #0005 (144/case) User must follow the embedded safety instruction.	Case	\$122.07	See pages 3 - 8
2	10 minute auto ignition flare #0010 (144/case) User must follow the embedded safety instruction.	Case	\$138.24	See pages 3 - 8
3	MICA – ignition chambers #9800 User must follow the embedded safety instruction.	Each	\$150.00	See pages 3 - 8

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.

**STANDARD FUSEE CORPORATION,
A DELAWARE CORPORATION**

By: _____

Name: Kenneth Harrison

Title: Contract Manager

Date: _____

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____

Name: Richard Worthy

Title: Contract Specialist

Date: _____

STATE OF WASHINGTON

Specification

Automatic Ignition Fusees (5 and 10 Minute Fusees) And Manual Automatic Ignition Chamber (MICA)

1.0 SCOPE

This specification defines the requirement for the procurement by the State of Washington of (i) 5 and 10 minute automatic ignition fusees/flares (Igniter Flares) used as an emergency highway warning device for the purpose of diverting traffic on highways and informing moving vehicle traffic to stay out of hazardous traffic areas; and (ii) the manual automatic ignition chamber (MICA), which is affixed to a deployment tube designed and constructed by the State of Washington, or affiliates of the State of Washington such as Washington Department of Transportation (DOT), to deploy the Igniter Flares. Igniter Flares are primarily used by the Washington DOT, but may also be used by other State and Municipal agencies.

2.0 STANDARDS REFERENCED

Underwriter Laboratories Highway Emergency Signals, UL 912 for Fusees. While Igniter Flares are not specifically referenced in UL 912, all product specifications and testing required by UL 912 shall apply to the Igniter Flares except that the specialized cap used to ignite Igniter Flares and unique deployment of Igniter Flares renders certain sections of UL 912 non-applicable, including the following:

- Section 24.1. There is no "ignition by friction".
- Section 25.1. The cap used on Igniter Flares has different dimensions and functionality than the one on a regular flare/fusee.
- Section 25.2. The cap on Igniter Flares is not intended to be removed nor does it form "a device for lighting the ignition composition by friction". There is no "scratch surface" on a cap for Igniter Flares.
- Section 25.3. The wire protruding through the cap on an Igniter Flare directly contacts the ignition composition.
- Section 28.1. There is no "effort necessary to effect ignition" with an Igniter Flare since ignition is achieved by electrical current heating the ignition wire protruding through the cap.
- Section 28.2. UL does not test the efficacy of the cap nor the MICA. There is no "striking" of the Igniter Flare.
- Section 35.1. Igniter Flares are not ignited in the same manner as manually ignited flares. As such, there is no need to state "ALWAYS POINT FUSEE AWAY FROM FACE AND BODY WHILE IGNITING AND AFTERWARDS". However, this language is not disqualifying and may be found on some Igniter Flares due to requirements in other states.

3.0 REQUIREMENTS

Igniter Flares are dropped from a slow moving DOT vehicle (DOT deployment guidelines shall specify the rate of speed of the deployment vehicle) onto pavement to mark hazardous traffic areas along the highway for the purpose of controlling and informing traffic to stay out of

hazardous traffic areas. After the Igniter Flare is manually pushed through the MICA, the Igniter Flare must fall freely through the vertical drop tube and remain burning as it hits the deflector and rolls underneath the slow moving DOT vehicle. The Ignited Igniter Flare should roll toward the center of the traveled way and away from the vehicle's tires. This creates a trail of burning Igniter Flares marking the boundaries for hazardous traffic areas. The Igniter Flare must be capable of burning on dry and wet road surfaces and burn for the minimum time set forth in Table 32.2 of UL 912. It is expressly understood that it is the sole responsibility of DOT and any other State or Municipal agencies that utilize Igniter Flares or the MICA to ensure that the Igniter Flares drop freely through the MICA and the vertical drop tube and then onto the road surface in the manner dictated by the deployment requirements created and enforced by the State of Washington, DOT, and any State or Municipal agencies.

The MICA is manufactured to the design specification attached hereto as Exhibit 3.0. DOT is solely responsible for the design and construction of the apparatus that incorporates the MICA and deploys the Igniter Flares. This apparatus typically involves a drop tube, a deflector to guide the placement of the Igniter Flare on the road surface, and the supports to hold the apparatus in place. Specifically, the MICA is connected to a vertically mounted drop tube securely mounted to a DOT vehicle. The Igniter Flare shall ignite when it is pushed through the MICA that is connected to the vehicle's 12 volt battery. This connection provides electrical current to a pair of conductive bars mounted within the inner wall of the MICA.

The flexible plastic wings attached to the Igniter Flare cap are designed to cushion the impact of the Igniter Flare with the road surface and to help bring the Igniter Flare to rest on the roadway. The plastic wings burn away within approximately 45 seconds of ignition and are not a long-term anti-roll feature. Excessive speed by the vehicle deploying the Igniter Flares will prevent the plastic wings from functioning as intended and the State of Washington and any State or Municipal agencies that utilize the MICA and Igniter Flares, such as DOT, are solely responsible for developing deployment requirements that include speed and safe use limitations for Igniter Flare deployment as well as the restrictions for use referenced in Section 5.0 of this Specification.

- 3.1 **Configuration:** The Igniter Flares shall conform to all requirements specified below.
 - 3.1.1 The base of the Igniter Flare shall be closed by means of a disc or plug. Any additional outer plastic wrapping for waterproofing, which must be removed before the Igniter Flare can be ignited, is not acceptable.
 - 3.1.2 The head of the Igniter Flare shall be fully covered and protected with a tightly fitting cap with flexible wings and a secured wire extending symmetrical through the cap for ignition. The diameter of the cap shall be less than 1¼ inches. The entire rim of the Igniter Flare head shall be free from ignition compound. The Igniter Flare cap shall be configured to direct the hot ignition gases and flames downwards while minimizing any back-flame, which could pose a hazard to the user. The Igniter Flare and cap shall be designed so that when the Igniter Flare is ignited and dropped from a stationary height of 7 feet, it shall burn for the specified time as marked.
- 3.2 **Materials:** All materials used in the manufacture of the Igniter Flare shall be new and suitable for the use intended. Igniter Flares shall not contain any Potassium Perchlorate.
- 3.3 **Workmanship:** The Igniter Flare shall be free from defects that will affect safety, appearance, or serviceability.
- 3.4 **Special Markings / Requirements:** In addition to markings required by UL 912, if applicable, each Igniter Flare shall be marked with the date (month and year) of manufacture and, at a minimum, the following language:

CAUTION: PRODUCES HOT FLAME
Keep out of reach of children

For outdoor use only
Drop Fusee with Igniter cap downward into MICA tube.
Make sure Igniter cap wire contacts copper contacts of the MICA tube.
Insure lghted Fusee falls free and clear of the tube and vehicle.

4.0 PREPARATION FOR DELIVERY

- 4.1 **Packaging:** Igniter Flares shall be prepared for shipment by common carrier in accordance with Federal Department of Transportation (Federal DOT) Regulations and shall be packaged in water resistant cartons of sufficient strength to permit reshipment without further reinforcement using Industry packaging. The shipping carton shall meet Federal DOT Regulations and shall be stamped with the "Certificate of Box Maker".

The cartons shall be stacked on pallets such that the Federal DOT hazardous material classification label can be viewed from all four (4) sides. All cartons on a single pallet must contain the same product, i.e. same Item code number.

- 4.2 **Marking:** Each carton shall be marked with the date the lot was manufactured, commodity, quantity, size (duration, minutes), and the manufacturer's name or brand name and shall be easily visible from all four (4) sides.

- 4.3 **Storage:** Igniter Flares shall be stored in sealed bags away from flame and heat. Failure to store in sealed bag will diminish performance. For maximum protection and performance, replace Igniter Flares every 3 years from date of purchase.

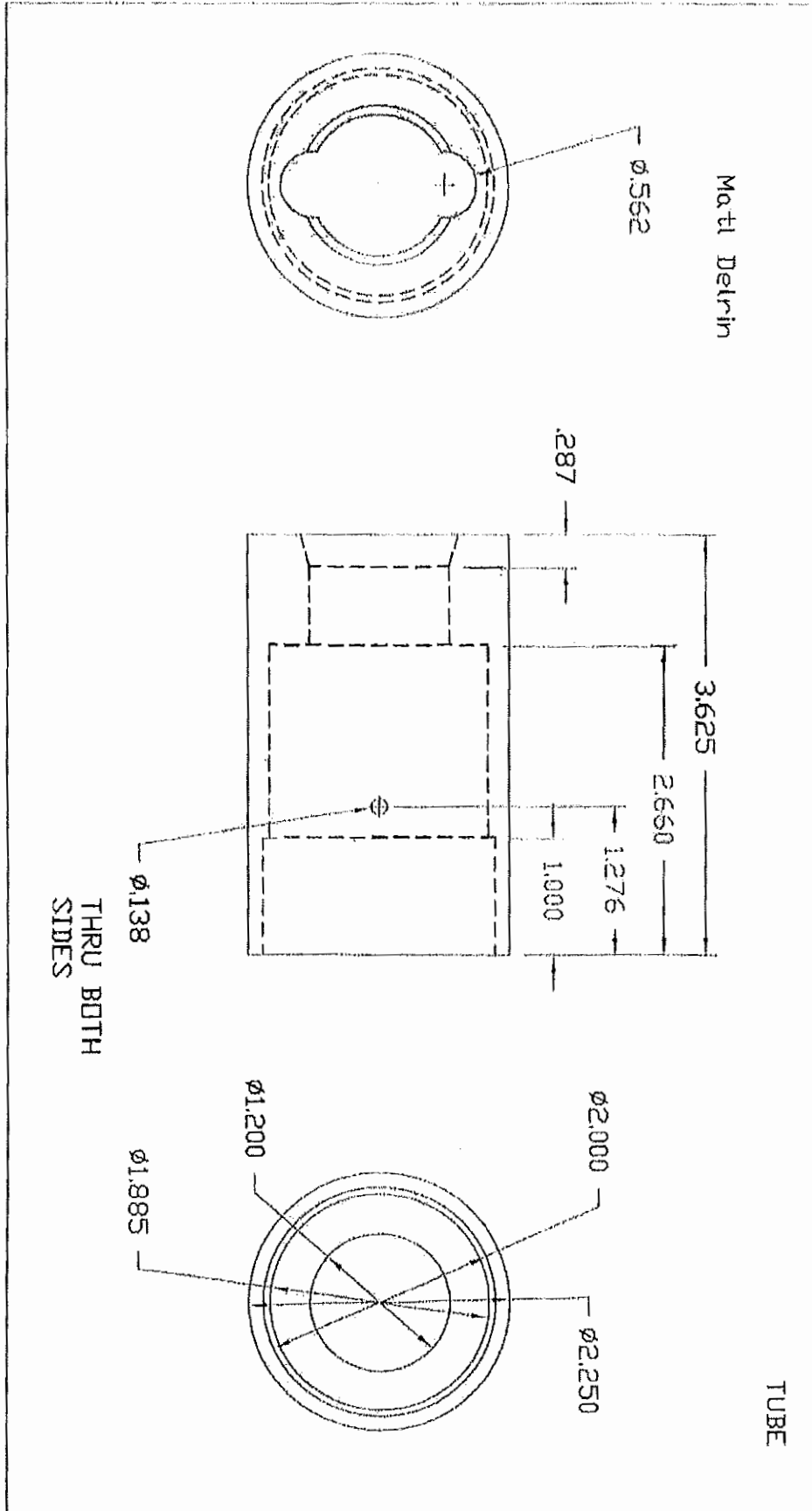
5.0 ACKNOWLEDGEMENTS AND AGREEMENTS

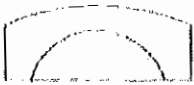
- 5.1 The State of Washington, and any State or Municipal agencies such as DOT that purchase Igniter Flares or MICAs under the State contract, acknowledge the following and agree to develop, document, and enforce safe use requirements for deploying and utilizing Igniter Flares. Such safe use requirements shall incorporate the following acknowledgements:

- The supplier of the Igniter Flares and MICAs is only responsible for the quality of these products as set forth in this Specification. The State of Washington, including any State or Municipal agencies such as DOT that purchase Igniter Flares or MICAs under the State contract, are responsible for safe use, deployment, and adherence to deployment requirements promulgated by such party. The supplier has no involvement, responsibility, or liability related to the development or enforcement of such requirements.
- Igniter Flares produce an extremely hot flame and should only be deployed outdoors on pavement or other hard surfaces with curbs or other separation from combustible materials.
- Use of Igniter Flares is prohibited near spilled fuel, fumes or combustible materials (e.g., leaves, grass, wood, refuse).
- Special care must be used if deploying Igniter Flares in dry and/or high wind environments, and, in certain circumstances to be prescribed by DOT, Igniter Flares should not be used if there is risk of wildfire.
- Igniter Flares may emit sparks or molten ash that can start a fire if such sparks or ash contact combustible materials.
- Igniter Flares that have been deployed require supervision until the burn process is complete to assure safety of roadway and the environment.
- Igniter Flares, if contacted by moving vehicles such as following traffic, can travel significant distances and will ignite combustible materials if they contact combustible materials. Careful deployment and supervision is required.

November 2019

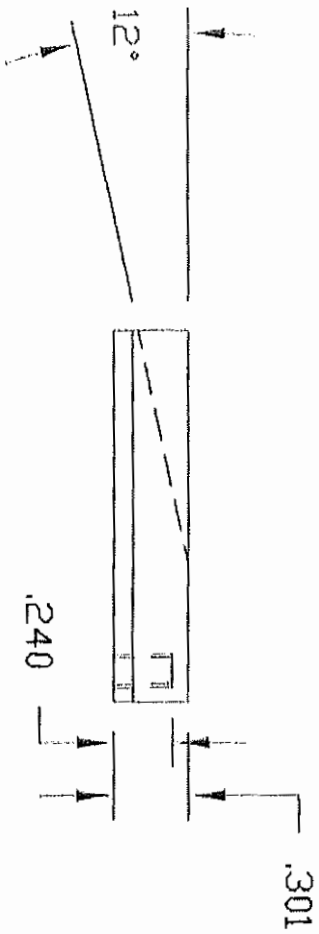
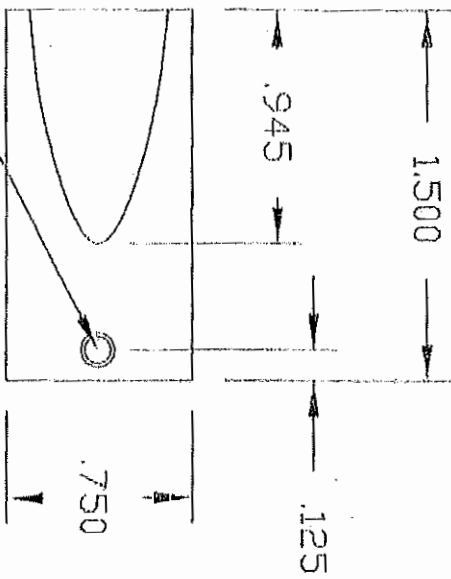
- Igniter Flares should be deployed at a slow rate of speed to assure that the Igniter Flares are properly placed on the roadway and to assure that such flares come to rest where intended by the DOT crew deploying such flares.
- Igniter Flares shall never be deployed manually and may only be deployed using the MICA and the deployment apparatus designed, installed, and approved by DOT.





Material 360
Brass

TAP 6-32
Farside To dp
shown



CONTACT

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

Standard Fusee Corporation
P.O. Box 1047
Easton, MD 21601

**THIRD AMENDMENT
TO
CONTRACT NO. 03317
SIGNAL FLARES & HIGHWAY SIGNAL DEVICES**

This Third Amendment ("Amendment") to Contract No. 03317 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 Standard Fusee Corporation, a Delaware corporation ("Contractor") and is dated as of February 10, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 03317 for Signal Flares & Highway Signal Devices dated effective as of January 1, 2017 ("Contract").
- B. The Parties have previously amended the Contract once.
 - a. Amendment 1 dated October 4, 2019 (Covered Products)
 - b. Amendment 2 dated November 20, 2019 (Covered Products)
- 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. COVERED PRODUCTS. The Contract, Exhibit B Prices for Goods is hereby amended to add the following items at the stated prices:


1	15 minute auto ignition flare, #0015 (72/case) User must follow the embedded safety instruction.	Case	\$75.60	See pages 3 - 6
2	20 minute auto ignition flare #0020 (72/case) User must follow the embedded safety instruction.	Case	\$86.19	See pages 3 - 6

3	30 minute auto ignition flare #0030 (36/case) User must follow the embedded safety instruction.	Each	\$60.48	See pages 3 - 6
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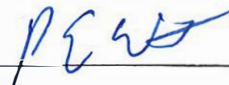
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior 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.

**STANDARD FUSEE CORPORATION,
A DELAWARE CORPORATION**

By: 
Name: Kenneth Harrison
Title: Contract Manager
Date: 2/18/20

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Richard Worthy
Title: Contract Specialist
Date: 2/19/2020

STATE OF WASHINGTON

Specification

Automatic Ignition Fusees (5, 10, 15, 20 & 30 Minute Fusees) And Manual Automatic Ignition Chamber (MICA)

1.0 SCOPE

This specification defines the requirement for the procurement by the State of Washington of (i) 5, 10, 15, 20 and 30 minute automatic ignition fusees/flares (Igniter Flares) used as an emergency highway warning device for the purpose of diverting traffic on highways and informing moving vehicle traffic to stay out of hazardous traffic areas; and (ii) the manual automatic ignition chamber (MICA), which is affixed to a deployment tube designed and constructed by the State of Washington, or affiliates of the State of Washington such as Washington Department of Transportation (DOT), to deploy the Igniter Flares. Igniter Flares are primarily used by the Washington DOT, but may also be used by other State and Municipal agencies.

2.0 STANDARDS REFERENCED

Underwriter Laboratories Highway Emergency Signals, UL 912 for Fusees. While Igniter Flares are not specifically referenced in UL 912, all product specifications and testing required by UL 912 shall apply to the Igniter Flares except that the specialized cap used to ignite Igniter Flares and unique deployment of Igniter Flares renders certain sections of UL 912 non-applicable, including the following:

- Section 24.1. There is no "ignition by friction".
- Section 25.1. The cap used on Igniter Flares has different dimensions and functionality than the one on a regular flare/fusee.
- Section 25.2. The cap on Igniter Flares is not intended to be removed nor does it form "a device for lighting the ignition composition by friction". There is no "scratch surface" on a cap for Igniter Flares.
- Section 25.3. The wire protruding through the cap on an Igniter Flare directly contacts the ignition composition.
- Section 28.1. There is no "effort necessary to effect ignition" with an Igniter Flare since ignition is achieved by electrical current heating the ignition wire protruding through the cap.
- Section 28.2. UL does not test the efficacy of the cap nor the MICA. There is no "striking" of the Igniter Flare.
- Section 35.1. Igniter Flares are not ignited in the same manner as manually ignited flares. As such, there is no need to state "ALWAYS POINT FUSEE AWAY FROM FACE AND BODY WHILE IGNITING AND AFTERWARDS". However, this language is not disqualifying and may be found on some Igniter Flares due to requirements in other states.

3.0 REQUIREMENTS

Igniter Flares are dropped from a slow moving DOT vehicle (DOT deployment guidelines shall specify the rate of speed of the deployment vehicle) onto pavement to mark hazardous traffic areas along the highway for the purpose of controlling and informing traffic to stay out of

hazardous traffic areas. After the Igniter Flare is manually pushed through the MICA, the Igniter Flare must fall freely through the vertical drop tube and remain burning as it hits the deflector and rolls underneath the slow moving DOT vehicle. The ignited Igniter Flare should roll toward the center of the traveled way and away from the vehicle's tires. This creates a trail of burning Igniter Flares marking the boundaries for hazardous traffic areas. The Igniter Flare must be capable of burning on dry and wet road surfaces and burn for the minimum time set forth in Table 32.2 of UL 912. It is expressly understood that it is the sole responsibility of DOT and any other State or Municipal agencies that utilize Igniter Flares or the MICA to ensure that the Igniter Flares drop freely through the MICA and the vertical drop tube and then onto the road surface in the manner dictated by the deployment requirements created and enforced by the State of Washington, DOT, and any State or Municipal agencies.

The MICA is manufactured to the design specification attached hereto as Exhibit 3.0. DOT is solely responsible for the design and construction of the apparatus that incorporates the MICA and deploys the Igniter Flares. This apparatus typically involves a drop tube, a deflector to guide the placement of the Igniter Flare on the road surface, and the supports to hold the apparatus in place. Specifically, the MICA is connected to a vertically mounted drop tube securely mounted to a DOT vehicle. The Igniter Flare shall ignite when it is pushed through the MICA that is connected to the vehicle's 12 volt battery. This connection provides electrical current to a pair of conductive bars mounted within the inner wall of the MICA.

The flexible plastic wings attached to the Igniter Flare cap are designed to cushion the impact of the Igniter Flare with the road surface and to help bring the Igniter Flare to rest on the roadway. The plastic wings burn away within approximately 45 seconds of ignition and are not a long-term anti-roll feature. Excessive speed by the vehicle deploying the Igniter Flares will prevent the plastic wings from functioning as intended and the State of Washington and any State or Municipal agencies that utilize the MICA and Igniter Flares, such as DOT, are solely responsible for developing deployment requirements that include speed and safe use limitations for Igniter Flare deployment as well as the restrictions for use referenced in Section 5.0 of this Specification.

- 3.1 **Configuration:** The Igniter Flares shall conform to all requirements specified below.
 - 3.1.1 The base of the Igniter Flare shall be closed by means of a disc or plug. Any additional outer plastic wrapping for waterproofing, which must be removed before the Igniter Flare can be ignited, is not acceptable.
 - 3.1.2 The head of the Igniter Flare shall be fully covered and protected with a tightly fitting cap with flexible wings and a secured wire extending symmetrical through the cap for ignition. The diameter of the cap shall be less than 1¼ inches. The entire rim of the Igniter Flare head shall be free from ignition compound. The Igniter Flare cap shall be configured to direct the hot ignition gases and flames downwards while minimizing any back-flame, which could pose a hazard to the user. The Igniter Flare and cap shall be designed so that when the Igniter Flare is ignited and dropped from a stationary height of 7 feet, it shall burn for the specified time as marked.
- 3.2 **Materials:** All materials used in the manufacture of the Igniter Flare shall be new and suitable for the use intended. Igniter Flares shall not contain any Potassium Perchlorate.
- 3.3 **Workmanship:** The Igniter Flare shall be free from defects that will affect safety, appearance, or serviceability.
- 3.4 **Special Markings / Requirements:** In addition to markings required by UL 912, if applicable, each Igniter Flare shall be marked with the date (month and year) of manufacture and, at a minimum, the following language:

CAUTION: PRODUCES HOT FLAME
Keep out of reach of children

For outdoor use only
Drop Fusee with igniter cap downward into MICA tube.
Make sure igniter cap wire contacts copper contacts of the MICA tube.
Insure lighted Fusee falls free and clear of the tube and vehicle.

4.0 PREPARATION FOR DELIVERY

- 4.1 **Packaging:** Igniter Flares shall be prepared for shipment by common carrier in accordance with Federal Department of Transportation (Federal DOT) Regulations and shall be packaged in water resistant cartons of sufficient strength to permit reshipment without further reinforcement using industry packaging. The shipping carton shall meet Federal DOT Regulations and shall be stamped with the "Certificate of Box Maker".

The cartons shall be stacked on pallets such that the Federal DOT hazardous material classification label can be viewed from all four (4) sides. All cartons on a single pallet must contain the same product, i.e. same item code number.

- 4.2 **Marking:** Each carton shall be marked with the date the lot was manufactured, commodity, quantity, size (duration, minutes), and the manufacturer's name or brand name and shall be easily visible from all four (4) sides.

- 4.3 **Storage:** Igniter Flares shall be stored in sealed bags away from flame and heat. Failure to store in sealed bag will diminish performance. For maximum protection and performance, replace Igniter Flares every 3 years from date of purchase.

5.0 ACKNOWLEDGEMENTS AND AGREEMENTS

- 5.1 The State of Washington, and any State or Municipal agencies such as DOT that purchase Igniter Flares or MICAs under the State contract, acknowledge the following and agree to develop, document, and enforce safe use requirements for deploying and utilizing Igniter Flares. Such safe use requirements shall incorporate the following acknowledgements:

- The supplier of the Igniter Flares and MICAs is only responsible for the quality of these products as set forth in this Specification. The State of Washington, including any State or Municipal agencies such as DOT that purchase Igniter Flares or MICAs under the State contract, are responsible for safe use, deployment, and adherence to deployment requirements promulgated by such party. The supplier has no involvement, responsibility, or liability related to the development or enforcement of such requirements.
- Igniter Flares produce an extremely hot flame and should only be deployed outdoors on pavement or other hard surfaces with curbs or other separation from combustible materials.
- Use of Igniter Flares is prohibited near spilled fuel, fumes or combustible materials (e.g., leaves, grass, wood, refuse).
- Special care must be used if deploying Igniter Flares in dry and/or high wind environments, and, in certain circumstances to be prescribed by DOT, Igniter Flares should not be used if there is risk of wildfire.
- Igniter Flares may emit sparks or molten ash that can start a fire if such sparks or ash contact combustible materials.
- Igniter Flares that have been deployed require supervision until the burn process is complete to assure safety of roadway and the environment.
- Igniter Flares, if contacted by moving vehicles such as following traffic, can travel significant distances and will ignite combustible materials if they contact combustible materials. Careful deployment and supervision is required.

November 2019

- Igniter Flares should be deployed at a slow rate of speed to assure that the Igniter Flares are properly placed on the roadway and to assure that such flares come to rest where intended by the DOT crew deploying such flares.
- Igniter Flares shall never be deployed manually and may only be deployed using the MICA and the deployment apparatus designed, installed, and approved by DOT.

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

Standard Fusee Corporation
P.O. Box 1047
Easton, MD 21601

**FOURTH AMENDMENT
TO
CONTRACT NO. 03317
SIGNAL FLARES & HIGHWAY SIGNAL DEVICES**

This Fourth Amendment (“Amendment”) to Contract No. 03317 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 Standard Fusee Corporation, a Delaware corporation (“Contractor”) and is dated and effective as of December 31, 2021.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03317 for Signal Flares & Highway Signal Devices dated effective as of January 1, 2017 (“Contract”).
- B. The Parties previously amended the Contract three (3) times.
 - a. Amendment 1 dated October 4, 2019 (Covered Products)
 - b. Amendment 2 dated November 20, 2019 (Covered Products)
 - c. Amendment 3 dated February 10, 2020 (Add additional products)
- 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. **TERM.** The contract is amended to extend to the max term, ending December 31, 2024.
- 2. **PRICE ADJUSTMENT.** Exhibit B – Prices for Goods of the Contract is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit A – Prices for Goods
- 3. **ECONOMIC ADJUSTMENT LANGUAGE.** Section 3.3 – Economic Adjustment is hereby amended by deleting the existing Section 3.3 in its entirety and inserting the following in lieu thereof:

“The Contract Prices set forth herein are firm and fixed for one year from the effective date of this Master Contract. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, Contractor may request an annual price adjustment. Requests for price adjustments must be made in writing and be received at least thirty (30) days prior to the adjustment date (the annual anniversary of the effective date of the Master Contract). In the event Contractor fails to timely request a price adjustment, Enterprise Services, at its sole discretion, may allow an untimely adjustment; *Provided*, however, that such adjustment will not be effective for any time prior to Enterprise Services’ price adjustment. Price adjustments will be made in accordance with the percentage change in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Index (PPI), No retroactive contract price adjustments will be allowed. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index})$$

Cost Element	Weighting	PPI/Index	Description
Labor	25%	WA State Minimum Wage	Washington State Minimum Wage
Delivery	25%	PCU484412-48412	General Freight Trucking, long-distance, not seasonally adjusted
Explosives Manufacturing	50%	PCU3259203259920	PPI – Explosives Manufacturing, not seasonally adjusted

Only final PPI data will be used to adjust contract pricing. This Master Contract will use seasonally unadjusted indexes. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used.”

4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. 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.
6. 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.
7. 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.

8. 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.

**STANDARD FUSEE CORPORATION,
A DELAWARE CORPORATION**

By: 

Name: Kenneth Harrison

Title: Contract Manager

Date: 

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: Alexander Kenesson

Title: Procurement Supervisor

Date: 

Exhibit A

Prices for Goods

Price List			
Item	Description	Delivery days	Price
0715	Without Spike Base, 15 Minutes, 1/2 gross	20	\$71.32
7200	Without Spike Base, 20 Minutes , 1/4 gross	20	\$41.22
0730	Without Spike Base, 30 Minutes 1/4 gross	20	\$56.08
1240	With Wire Stand, 20 Minutes, 1/4 Gross	20	\$45.21
9340	With Wire Stand, 30 Minutes, 1/4 Gross	20	\$61.68
0005	5 minute auto ignition flare, (144/case)	20	\$132.77
0010	10 minute auto ignition flare, (144/case)	20	\$151.96
0015	15 minute auto ignition flare, (72/case) User must follow the embedded safety instruction.	20	\$87.00
0020	20 minute auto ignition flare (72/case) User must follow the embedded safety instruction	20	\$97.63
0030	30 minute auto ignition flare (36/case) User must follow the embedded safety instruction.	20	\$68.41
9800	MICA – ignition chambers #9800 User must follow the embedded safety instruction.	20	\$151.00

State of Washington Contracts & Procurement Division – Internal Contracts Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	03317
Standard Fusee Corporation P.O. Box 1047 Easton, MD 21601	Amendment No.:	5
	Effective Date:	November 15, 2023

**FIFTH AMENDMENT
TO
CONTRACT NO. 03317
SIGNAL FLARES & HIGHWAY SIGNAL DEVICES**

This Fifth Amendment (“Amendment”) to Contract No. 03317 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 (“Enterprise Services”) and Standard Fusee Corporation, a Delaware (“Contractor”) and is dated and effective as of November 15, 2023.

RECITALS

- Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 03317 dated effective as of January 1, 2018 (“Contract”).
- The Parties previously amended the Contract four (4) times.
 - a. Amendment 1 dated October 4, 2019 (Covered Products)
 - b. Amendment 2 dated November 20, 2019 (Covered Products)
 - c. Amendment 3 dated February 10, 2020 (Add additional products)
 - d. Amendment 4 dated December 31, 2021 (Term extension)
- The Parties now desire to amend the Contract as set forth herein.
- The amendment set forth herein is within the scope of the Contract.

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. **ECONOMIC PRICE ADJUSTMENT. PRICING.** The Contract pricing for the goods/services is hereby amended by deleting the existing *Exhibit B – Prices* in its entirety and inserting the attached **Exhibit B – Prices** (dated November 15, 2023). 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 B – Prices** (dated November 15, 2023).
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. An electronic signature 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.
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.

**STANDARD FUSEE CORPORATION,
A DELAWARE CORPORATION**

By: _____

Name: Kenneth Harrison

Title: Contract Manager

Date: _____

Kenneth Harrison
10/26/23

**STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE
SERVICES**

By: _____

Name: Kelli carmony






Title: Procurement Supervisor

Date: _____

Kelli Carmony

11/14/23

Effective date: November 15, 2023

Item	Description	UoM	Delivery days	Price	Bulk/ Volume discount %	Specs
0715	Without Spike Base, 15 Minutes, 1/2 gross	Case	20	\$78.81	5% at 200 case per order	
7200	Without Spike Base, 20 Minutes, 1/4 gross	Case	20	\$45.55	5% at 200 case per order	
0730	Without Spike Base, 30 Minutes 1/4 gross	Case	20	\$61.97	5% at 200 case per order	
1240	With Wire Stand, 20 Minutes, 1/4 Gross	Case	20	\$49.96	5% at 200 case per order	
9340	With Wire Stand, 30 Minutes, 1/4 Gross	Case	20	\$68.16	5% at 200 case per order	
0005	5 minute auto ignition flare, (144/case)	Case	20	\$146.71	5% at 200 case per order	 WA Igniter Flares.doc
0010	10 minute auto ignition flare, (144/case)	Case	20	\$167.92	5% at 200 case per order	 WA Igniter Flares.doc
0015	15 minute auto ignition flare, (72/case) User must follow the embedded safety instruction.	Case	20	\$96.14	5% at 200 case per order	 WA Igniter Flares.doc
0020	20 minute auto ignition flare (72/case) User must follow the embedded safety instruction	Case	20	\$107.88	5% at 200 case per order	 WA Igniter Flares.doc
0030	30 minute auto ignition flare (36/case) User must follow the embedded safety instruction.	Case	20	\$75.59	5% at 200 case per order	 WA Igniter Flares.doc

9800	MICA - ignition chambers #9800 User must follow the embedded safety instruction.	Case	20	\$166.86	5% at 200 case per order	
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