

PARTICIPATING ADDENDUM
NASPO ValuePoint
Public Safety Communication Equipment 06913
Lead by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT

Icom America, Inc.
(hereinafter "Contractor")

And

State of Alaska
(hereinafter "Participating State")
Participating State Contract Number 2016RADIO0003

1. Scope: This addendum covers the purchase of public safety communication equipment and is for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the state's chief procurement official. Contractor has been awarded the following categories:

Radios

Subcategory: Portable, Single-Band Tier II
Subcategory: Portable, Single-Band Tier III
Subcategory: Mobile, Single-Band Tier II
Subcategory Mobile, Single-Band Tier III
Subcategory: Desktop, Single-Band Tier II

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:

Required Reports:

Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

Administrative Fee:

Contractor agrees to provide an Administrative Fee to the State of Alaska.

- a) Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to 1.5% of the net sales for the quarterly period.
- b) Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
- c) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
 State of Alaska
 Department of Administration
 Division of General Services
 PO Box 110210
 Juneau, AK 99811-0210
- d) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.
- e) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

f) Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

g) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

4. **Primary Contacts:** The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor

Name	Kristina Pickering
Address	12421 Willows Road NE Kirkland, WA 98034
Telephone	(425) 450-6092
Fax	(425) 450-6063
E-mail	salescontracts@icomamerica.com

Participating Entity

Name	Victor Leamer
Address	State of Alaska – Department of Administration Division of General Services 333 Willoughby Ave. Suite 700 Juneau, AK 99811
Telephone	907 465-8678
Fax	907 465-2189
E-mail	victor.leamer@alaska.gov

5. Subcontractors:

All Icom dealers/resellers/distributers authorized in the State of Alaska, as shown on the NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Icom dealer's/resellers/distributers participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract # 06913 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized dealers/resellers/distributers so they can arrange for proper ordering and installation of your equipment. During Contract performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of 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).

7. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 2016RADIO0003 and the Lead State master price agreement number: 06913.

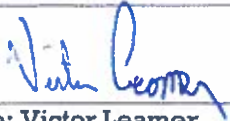

8. Individual Customer:

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 06913 (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 State: Alaska	Contractor: Icom America, Inc.
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By: 	By: 
Name: Victor Leamer	Name: Hiroshi Nakaoka
Title: Contracting Officer	Title: President
Date: 5/31/16	Date: May 26, 2016

If you have questions about this Participating Addendum or the participation process, please contact:

NASPO ValuePoint

Name	Tim Hay, Cooperative Development Coordinator
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Fully executed PDF copy of this document should be emailed to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]