

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

Icom America, Inc.
(hereinafter "Contractor")

And

State of Wisconsin

Participating Entity Contract # 505ENT-O16-SAFETYCOMM-10

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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 Entity 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

This is not a mandatory contract for any Purchasing Entities. The Purchasing Entities may obtain related Deliverables and Services from other sources during the term of this Participating Addendum. The Participating Entity makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Deliverables or Services will be procured.

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. Wisconsin Statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats.

The Contract is not mandatory for the Purchasing Entities. Issues of interpretation and eligibility for participation are solely within the authority of the Participating Entity Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:

The attached Exhibits A, B, and C are incorporated by reference and apply to all transactions

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under this Participating Addendum.

The Participating Entity will utilize the reporting developed by, and available from, the Lead State for its reporting needs. However, the Contractor agrees to provide additional reports, if requested, to the Participating Entity in a format and frequency as mutually agreed by both parties. (see Exhibit C)

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	Jim Witecha
Address	Wisconsin Department of Administration 101 E. Wilson Street P.O. Box 7867 Madison, WI 53707
Telephone	608-266-1954
Fax	608-267-0600
E-mail	james.witecha@wisconsin.gov

5. Subcontractors:

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

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)

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Purchase order amount. Purchase orders shall be channeled through the Contractor directly whenever possible, and through one of the Contractor's authorized dealers/resellers/distributors if necessary, so that such party 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: 505ENT-O16-SAFETYCOMM-10 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.

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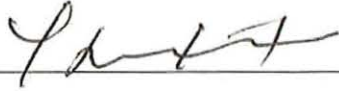
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Wisconsin	Contractor: Icom America, Inc.
By: 	By: 
Name: Rick S. Hughes	Name: Hiroshi Nakaoka
Title: State Bureau of Procurement Director	Title: President
Date: 10-7-2016	Date: July 13, 2016

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Participating Entity Modifications or Additions to Master Agreement.

1. **ADDITIONAL TERM DEFINITIONS.** All terms used and not defined herein shall have the meaning given within the Master Agreement and Request for Proposal.

“**Agency**” or “**State Agency**” means an office, department, agency, institution of higher education, association, society or other body in the State of Wisconsin government created or authorized to be created by the State Constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts, but not including an authority, as defined in Wis. Stat. s. 16.70(2).

“**Business Day**” means any day on which the Participating Entity is open for business.

“**Confidential Information**” means all tangible and intangible information and materials being disclosed in connection with this Contract, in any form or medium without regard to whether the information is owned by the State or by a third party, which satisfies at least one of the following criteria: (i) Personally Identifiable Information; (ii) Proprietary Information; (iii) non-public information related to the State’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by the State. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

“**Contract**” means a binding agreement for the procurement of goods and services under the terms and conditions contained within the Participating Addendum, Master Agreement, Solicitation and addendums, Contractor’s response to the Solicitation, and related agreements.

“**Contracted Personnel**” means a Contractor’s employees or other personnel (including officers, agents and Subcontractors) provided by the Contractor specifically to render Services under this Contract.

“**Day**” means calendar day unless otherwise specified in this Contract.

“**Deliverables**” means all project materials, including Products, software licenses, data, and documentation created during the rendering of Services hereunder. Deliverables shall be the property of the State of Wisconsin unless otherwise specified in the Contract.

“**Key Personnel**” means specifically identified Contracted Personnel that play a lead and critical role in rendering Services during the Contract term.

“**Participating Entity**” means the Agency entering into this Contract on behalf of the State.

“**Personally Identifiable Information**” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the number of the

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individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

"Properly-submitted Invoice" is one that is submitted in accordance with instructions contained on the State's Purchase Order, includes a reference to the proper Purchase Order number, and is submitted to the proper address for processing.

"Proprietary Information" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

- a. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- b. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

"Purchase Order" means the State's standard document of a purchase of Deliverables and Services.

"Services" means all work performed, and labor, actions, recommendations, plans, research, customizations, modifications, documentation, and maintenance and support provided by the Contractor necessary to fulfill that which the Contractor is obligated to accomplish under this Contract.

"SOW" means Statement of Work.

"State" means the State of Wisconsin.

"Subcontract" means an agreement, written or oral between the Contractor and any other party to fulfill the requirements and performance obligations of this Contract.

"Subcontractor" means an entity that enters into a Subcontract with the Contractor for the purpose of delivering Deliverables or rendering Services to the State.

2. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Wisconsin. Venue for any action brought under this Contract shall lie in Madison, Dane County, Wisconsin.
3. **AMENDMENTS.** The terms of this Participating Addendum, excluding the Master Agreement, shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Participating Entity.
4. **TERM.** The term of this Participating Addendum will be effective upon the date of the final execution by the Participating Entity and coterminous with the Master Agreement term unless

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otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating Entity.

5. **VENDOR AGREEMENT FORM.** The Contractor must sign the State of Wisconsin Vendor Agreement, Wisconsin's Cooperative Purchasing Service form (DOA-3333), to allow entities, as defined on the DOA-3333 form, to purchase through this Participating Addendum. Contractor is responsible for verifying all sales under this Participating Addendum are to Purchasing Entities authorized by this Participating Addendum.
6. **CONTRACT TERMINATION/CANCELLATION:** The termination/cancellation terms and conditions remain as stated in the Master Agreement and apply here. Additional terms include:
 - (a) The State reserves the right to cancel this Contract in whole or in part without penalty, and without prior notice, if the Contractor:
 - Fails to maintain the confidentiality of the State's information that is considered to be Confidential Information, or
 - Performs in a manner that threatens the health or safety of a State employee, citizen, or customer.
 - (b) The State reserves the right to cancel this Contract in whole or in part without penalty, with 30 days' notice, if the Contractor:
 - Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;
 - Incurs a delinquent Wisconsin tax liability;
 - Fails to submit a non-discrimination or affirmative action plan as required herein.
 - Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law); or
 - Becomes a state or federally debarred contractor.
7. **POST CONTRACT OBLIGATIONS.** Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
8. **QUOTES.**
 - a. Contractor shall respond to Purchasing Entity quote requests within two (2) Business Days of receiving the request.
 - b. Contractor shall then provide written quotes to Purchasing Entities within 24 hours, excluding requests received on weekends or Participating Entity holidays.
 - c. When a quote may take longer due to delays by the manufacturer, Contractor shall provide an estimate for when the quote will be provided. Quotes shall contain any applicable shipping charges not covered under the Contract. Any shipping costs listed

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on an invoice that were not included on the quote will not be paid by the Purchasing Entity.

9. PRICING.

- a. Purchasing Entities will be allowed to negotiate any of the pricing available in the Master Agreement for lower pricing or higher discounts;
- b. Purchasing Entities may negotiate a lower rate or higher discount for bulk/volume purchases;
- c. Contractor shall offer such lower pricing or higher discount options available to the Purchasing Entity prior to an Order being placed. Such discounts shall not require the Purchasing Entity or the Participating Entity to provide additional documentation to participate in such pricing; and
- d. Contractor may offer promotions for deeply discounted Products based on their inventory and sales. Contractor will be responsible to market such offers and adhere to the terms and conditions regarding advertising and news releases.

10. REFUND OF CREDITS. Within sixty (60) Days of the State's request, the Contractor shall pay to the State any credits resulting from an Order that the State determines cannot be applied to future invoices.

11. REPLACEMENT PARTS. All replacement parts provided under this Participating Addendum are new and the current model, including any warranty provided with such new parts. If such parts do not meet this requirement, the Purchasing Entity must approve in writing prior to shipment of such parts for each Order.

12. PRODUCT RECALLS. In the event Contractor recalls a Contractor branded Product, Contractor agrees to use diligent efforts to provide written notice to the Participating Entity's Primary Contact within twenty (20) business days from the date of Contractor's written public announcement of such recall. Such written notice shall identify the Contractor branded Product being recalled, the reason for the recall (if applicable), and the process for replacing the recalled Contractor branded Product. When such recalled equipment or Products that are not Contractor branded Products, Contractor agrees to notify the Participating Entity's Primary Contact within a reasonable time after Contractor's receipt of the third party manufacturer's written recall notice to Contractor, if applicable.

13. SERVICES PERFORMED IN UNITED STATES. Pursuant to s. 16.705(1r), Wis. Stats., Services must be performed within the United States.

14. CONTRACTOR COMPLIANCE AND RESPONSIBILITY FOR ACTIONS. The Contractor shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder.

The Contractor shall be solely responsible for its actions and those of its agents, employees, or Subcontractors. Neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the State.

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- 15. DELAY AND REMEDY.** If the Contractor fails to remedy any delay or other problem in its performance of its Contract obligations after receiving reasonable notice from the State to do so, the Contractor shall reimburse the State for all reasonable costs incurred as a direct consequence of the Contractor's delay, action, or inaction. In case of failure to deliver Deliverables or Services in accordance with this Contract, the State, upon written notice to the Contractor, may procure such Deliverables or Services from other sources as necessary, and the Contractor shall be responsible for the additional cost, including the cost of re-procurement, purchase price and administrative fees. This remedy shall be in addition to any other legal remedies available to the State
- 16. NON-APPROPRIATION.** The State reserves the right to cancel this Contract in whole or in part without penalty if the Legislature fails to appropriate funds necessary to complete the Contract.
- 17. CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain insurance coverage in accordance with the Master Agreement. The State reserves the right to require higher or lower insurance limits, where warranted.
- 18. NONDISCRIMINATION AND AFFIRMATIVE ACTION.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, national origin, developmental disability as defined in § 51.01(5), Wis. Stats., or sexual orientation as defined in §111.32(13m), Wis. Stats. This provision shall include, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor shall take affirmative action to ensure equal employment opportunities.

Unless exempted by workforce size (50 or fewer employees) or Contract amount (\$50,000 or less), the Contractor must submit a written affirmative action plan to the State.

The Contractor shall post a notice provided by the State, setting forth the provisions of the State's nondiscrimination laws, in its workplace, website or conspicuous places in order that the Contractor's employees and applicants for employment are able to read it.

Failure to comply with the conditions of this provision may result in the following:

- termination of this Contract as provided in Section 6, Contract Termination/Cancellation herein,
- designation of the Contractor as "ineligible" for future consideration as a responsible, qualified bidder or proposer for State contracts, or
- withholding of a payment due under the Contract until the Contractor is in compliance

- 19. STATE PAYMENT OFFSETS FOR CONTRACTOR'S DELINQUENCY.** The State shall offset payments made to the Contractor under this Contract in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State, or to any state or local unit of government. The State also reserves the right to cancel this Contract as provided in Section 6,

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Contract Termination/Cancellation, if the delinquency is not satisfied by the offset or other means during the term of the Contract.

- 20. CONTRACTOR INDEMNIFICATION.** Contractor shall hold the State harmless and shall defend and indemnify the State, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or Subcontractors.
- 21. CONFIDENTIAL INFORMATION.** The Contractor shall abide by the Confidential Information provisions of the Master Agreement. In the event of a breach of such obligations by Contractor, Contractor shall indemnify, defend and hold harmless the State and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Contractor, and its Subcontractors, employees and agents including, but not limited to, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section and, with respect to Personally Identifiable Information, the costs of monitoring the credit of all persons whose Personally Identifiable Information was disclosed.
- 22. INTELLECTUAL PROPERTY INFRINGEMENT AND LABOR STANDARDS.** The Contractor guarantees that any items provided to the State hereunder were manufactured or produced in accordance with applicable state and federal labor laws, and that the sale or use of said items shall not infringe any United States patent, copyright, or other intellectual property rights of others. The Contractor shall at its own expense indemnify, defend and hold the State harmless from any claims brought against the State for any alleged patent, copyright or other intellectual property right infringement due to the sale or use of such items, provided that the Contractor is promptly notified of such suit, and is given all related documents. The Contractor shall pay all costs, damages, and profits recoverable in any such infringement lawsuit.
- 23. SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL.** During the performance of Services under this Contract, the Contractor may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to the State. The Contractor shall preserve the safety, security, and the integrity of the personnel, premises, equipment, data and other property of the State, in accordance with the instruction of the State. The Contractor shall be responsible for damage to the State's equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by the Contractor, Contracted Personnel, or Subcontractors, and shall reimburse the State accordingly upon demand. This remedy shall be in addition to any other remedies available to the State by law or in equity.
- 24. RENDERING OF SERVICES.** The Contractor shall render Services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to the State's satisfaction; the State's decision in that regard shall be final and conclusive. The State may inspect, observe and examine the performance of the Services rendered on the State's premises at any time. The State may inspect, observe and examine the performance of Contractor's Services at reasonable times, without notice, at any other premises.

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If the State notifies the Contractor that any part of the Services rendered are inadequate or in any way differ from the Contract requirements for any reason other than as a result of the State's default or negligence, the Contractor shall at its own expense re-schedule and perform the work correctly within such reasonable time as the State specifies. This remedy shall be in addition to any other remedies available to the State by law or in equity.

25. CONTRACTOR PERSONNEL.

(a) Identification. If requested by the State, the Contractor shall provide a list of the names and addresses of all Contractor's employees, Contracted Personnel, or Subcontractor's employees who may at any time require admission to the State's premises in connection with the rendering of Services, specifying each such person's connection to the Contractor, the role the person is to take in the performance of the Contract, and other particulars as the State may require.

The State reserves the right to refuse to admit to the State's premises any person employed or contracted by the Contractor whose admission, in the sole opinion of the State, would be undesirable.

(b) Right to Approve Changes of Contracted Personnel. The State shall have the absolute right to approve or disapprove a proposed change of Key or Contracted Personnel. The Contractor shall provide to the State, in each instance a resume of the proposed substitute and an opportunity to interview that person prior to giving its approval or disapproval. The State shall not unreasonably withhold this approval.

(c) Contracted Personnel Removal. The State may direct the Contractor to remove or reassign Key or Contracted Personnel at the State's discretion; however, the State's right to do so does not implicate the State as a party to any of the Contractor's obligations in the Contract. The State may request that a Contracted Personnel be replaced within ten (10) Business Days from such removal.

(d) Identification of Contracted Personnel. The Contractor shall furnish each Contracted Personnel with a means of identifying themselves as agents, Subcontractors, or employees of the Contractor assigned to perform Services under the Contract, and furnish the State with security credentials on these Contracted Personnel, if requested.

(e) Background or Criminal History Investigation. Prior to the commencement of any Services under this Contract, the State may request a background or criminal history investigation of Contracted Personnel, and Subcontractor's employees, who will be providing Services to the State under the Contract. If any of the stated personnel providing Services to the State under this Contract is not acceptable to the State in its sole opinion as a result of the background or criminal history investigation, the State may either request immediate replacement of the person, or immediately terminate this Contract and any related Service Agreement.

26. SHIPPING. Except as otherwise specified herein, Deliverables shall be shipped, F.O.B. Destination, and the State shall accept legal title of Deliverables at the point of delivery. Freight charges shall not be paid by the State, but rather shall be prepaid by the Contractor. Unless

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otherwise specified, the Contractor shall determine the mode of freight and shall accept responsibility for payment of freight charges and processing of freight claims. Contractor shall not make partial shipments of any Product on a single Order unless prior authorization is obtained by the Purchasing Entity. In those situations in which the “delivery to” address has no receiving dock or agents, the Contractor must be able to deliver to the location specified on the Order without additional cost. If there is a special case where an inside delivery fee must be charged and is clearly specified on the Purchasing Entity’s Order, the Contractor will notify the Purchasing Entity prior to accepting the Order for the Purchasing Entity to determine if the additional cost will require a change to the Order placed.

- 27. RISK OF LOSS.** The Contractor shall bear all risks of loss, injury or destruction of the Deliverables ordered herein that occur prior to delivery. Such loss, injury or destruction shall not release the Contractor from any obligation hereunder.
- 28. IDENTIFICATION.** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting an order hereunder shall contain the applicable State Purchase Order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to an order, indicating the contents therein. Standard commercial packaging, packing and shipping containers shall be used. If requested by the State, all shipping containers shall be legibly marked or labeled on the outside with State Purchase Order number, Product description, and quantity, or as otherwise directed by the State.
- 29. WARRANTY OF ITEMS OFFERED.** Deliverables and Services rendered shall be strictly in accordance with the order placed and may not deviate in any way from the terms, conditions or specifications of this Contract, without the prior written approval of the State. Deliverables delivered under this Contract are subject to Inspection and testing upon receipt
- The Contractor warrants that the Deliverables provided shall conform to the specifications in this Contract, are fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Deliverables offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. Items shall be equal in quality and performance to the standards indicated herein. Deliverables delivered that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at the Contractor’s expense. The Contractor shall assign to the State its right to recover under any warranties applicable to the Deliverables offered.
- 30. SOFTWARE LICENSING.** If the Products ordered and delivered under the terms and conditions of the Contract require software or firmware to operate, the Contractor or its suppliers may require the Purchasing Entity to sign a software license agreement and/or End User License Agreement (EULA). Such terms were not reviewed at the time of the Participating Addendum signing. These terms, as well as the approved Software License Agreement found in Appendix M of the Master Agreement, shall be negotiated between the Purchasing Entity and the Contractor. Unless otherwise negotiated between parties, such program terms and conditions and/or software terms and conditions shall be consistent and complementary with this Contract. Any transfer of equipment or license agreement purchased from this Contract can be

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done by a Purchasing Entity without restriction or additional cost to the Purchasing Entity by the Contractor.

31. RECEIPT OF PRODUCTS. The State's receipt of Deliverables upon delivery is for the sole purpose of identification. Such identification shall not be construed as Acceptance of the Deliverables if they do not conform to contractual requirements. If there are any apparent defects in the Deliverables at the time of delivery, the State shall promptly notify the Contractor of its rejection of said Deliverables. Without limiting any other rights, the State, at its option, may require the Contractor to:

- a. Repair or replace any or all of the defective and rejected Deliverables at Contractor's expense,
- b. Refund the price of any or all of the defective and rejected Deliverables, and
- c. Accept the return of any or all of the defective and rejected Deliverables.

If rejected, the Products shall remain the property of the Contractor.

32. PERFORMANCE. Services rendered under this Contract shall be performed in a timely, professional and diligent manner by qualified and efficient personnel and in conformity with the strictest quality standards mandated or recommended by all generally recognized organizations establishing quality standards for the type of Services to be rendered hereunder. The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its Subcontractors render Services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and State or Agency work rules.

Without limiting the foregoing, the Contractor shall control the manner and means of the Services rendered so as to do so in a reasonably safe manner and in compliance with all applicable codes, regulations and requirements imposed or enforced by any government agencies, including all applicable requirements of the Occupational Safety and Health Administration (OSHA) and all safety codes and procedures mandated or recommended by insurance underwriting organizations and all generally recognized organizations establishing safety standards, including without limitation the National Fire Protection Association. Notwithstanding the foregoing, any stricter standard provided in plans, specifications or other documents incorporated as part of this Contract shall govern.

33. SPECIFICATIONS. The apparent silence of the State's specifications as to any detail, or the apparent omission of a detailed description concerning any matter, shall be regarded as meaning that only the best commercial practice shall be followed and only material and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Contractor shall supply proof of compliance with the specifications. Contractor shall provide written notice of its intent to deliver alternate or substitute Services or Deliverables. Alternate or substitute Services or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes shall be accompanied by Contractor's certification and evidence satisfactory to the State that the function,

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characteristics, performance and endurance shall be equal or superior to the original Services or Deliverables specified.

- 34. TRANSITION SERVICES.** Upon cancellation, termination, or expiration of this Contract for any reason, the Contractor shall provide such reasonable cooperation, assistance and Services, and shall assist the State in the migration of the State's production operations to the State's control or to the control of an alternative contractor upon written notice to the Contractor at least thirty (30) Business Days prior to termination or cancellation, and subject to the terms and conditions set forth herein. This Contract shall automatically be extended by the number of days that training or continued Services are necessary to be performed in order to complete the transition. The Contractor's Services required to complete the transition after the notice set forth herein shall be within this Contract's scope and shall not be the subject of any change order.
- 35. COOPERATION WITH OTHER CONTRACTORS.** In the event that the State enters into a contract with another contractor for additional Services, the Contractor shall ensure that Contracted Personnel fully cooperate with such other contractor. Contracted Personnel shall not commit any act that interferes with the rendering of Services by any other contractor or by the State. Contracted Personnel shall cooperate with State personnel, hardware manufacture representatives, system software suppliers, and communications systems suppliers in the provision of Services to the State.
- 36. STATE EMPLOYEES.** The Contractor may not contract with or employ a State employee or an individual retained as a full-time contractor by the State during the term of this Contract.
- 37. OWNERSHIP RIGHTS.** Unless an ownership interest is granted or reserved in this Contract, a State Purchase Order issued under this Contract shall allow the State unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the State as part of the performance of the Contract.
- 38. PROMPT PAYMENT.** The State shall pay the Contractor's Properly-submitted Invoices within thirty (30) Days of receipt, provided that the Deliverables or Services to be provided to the State have been delivered, rendered, or installed, and accepted as specified in the solicitation document, SOW, or this Contract.
- If the State fails to pay a Properly-submitted Invoice within thirty (30) Days of receipt, it shall pay a late payment penalty as provided in §16.528, Wis. Stats. However, if the State declares a good faith dispute in regard to an invoice pursuant to §16.528 (3)(e), Wis. Stats., it may pay any undisputed portion of said invoice, and will be exempt from the prompt payment requirement for the disputed portion.
- 39. STATE TAX EXEMPTION.** The State is exempt from payment of Wisconsin sales or use tax on all purchases.
- 40. PROMOTIONAL ADVERTISING AND NEWS RELEASES.** Reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any Agency or other subunits

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of the State government, or any State official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Contract shall not be made without prior written approval of the State.

- 41. NOTICE AND CHANGE OF CONTACT INFORMATION.** Any notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery or three (3) Business Days after mailing by postal service, certified or registered mail-receipt requested.

In the event the Contractor moves or updates contact information, the Contractor shall inform the State of such changes in writing within ten (10) Business Days. The State shall not be held responsible for payments on Purchase Orders delayed due to the Contractor's failure to provide such notice

- 42. RECORDS, RECORDKEEPING AND RECORD RETENTION.** Pursuant to §19.36 (3) of the Wisconsin Statutes, all records of the Contractor that are produced or collected under this Contract are subject to disclosure pursuant to a public records request. The Contractor shall establish and maintain adequate records of all documentation developed or compiled and expenditures incurred under this Contract. All expenditure records shall be kept in accordance with Generally Accepted Accounting Procedures (GAAP). All procedures shall be in accordance with federal, State and local laws or ordinances. The Contractor, following final payment, shall retain all records produced or collected under this Contract for six (6) years. The record retention shall be longer if the particular records are the subject of an audit, needed for a legal action, an open records request has been made, or if the Master Agreement calls for longer retention period.

- 43. ASSIGNMENT OF CONTRACT.** The Contractor shall provide prior written notice to the State before assigning this Contract to another party. The State reserves the right to withhold approval of any such assignment. The terms and conditions of this Contract as well as any rights obligations and liabilities associated with such shall survive any and all assignments, mergers, or acquisitions by a third party until cancelled in writing by both parties.

- 44. SEVERABILITY.** If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall remain valid and in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.

- 45. CONTRACT DISPUTE RESOLUTION.** In the event of any dispute or disagreement between the parties under this Contract, whether with respect to the interpretation of any provision of this Contract, or with respect to the performance of either party hereto, each party shall appoint a representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. No legal action of any kind, except for the seeking of equitable relief in the case of the public's health, safety or welfare, may begin in regard to the dispute until this dispute resolution procedure has been utilized, and either of the representatives in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.

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- (a) No Termination or Suspension of Services: If any problem or dispute arises between the parties, in no event nor for any reason and unless and until authorized by a court of competent jurisdiction, shall Contractor interrupt the performance of the Services or any other obligation hereunder, disable any equipment used in the Services, or perform any other action that prevents, slows down, or reduces in any way the performance of the Services or the State's ability to conduct its business.
- 46. NO GUARANTEE OF QUANTITY.** The State may obtain related Deliverables and Services from other sources during the term of this Contract. The State makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Deliverables or Services will be procured through this Contract.
- 47. TERMINATION OF PURCHASE ORDER.** The State may terminate a specific Purchase Order issued under this Contract if it determines that the Contractor is unable to render the Services or provide the Deliverables required in a timely manner, in order to meet the business needs of the State.
- 48. FORCE MAJEURE.** Neither party shall be in Default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
- 49. TIME IS OF THE ESSENCE.** Timely provision of Services or Deliverables required under this Contract shall be of the essence of the Contract, including the provision of Services or Deliverables within the time agreed or on a date specified.
- 50. NO AGENCY RELATIONSHIP.** The Contractor shall not take any action, or make any omission, that may imply, or cause others reasonably to infer that the Contractor is acting as the State's agent in any matter or in any way not expressly authorized by this Contract.
- 51. DISCLOSURE.** If a state public official (as defined in §19.42 (14) of the Wisconsin Statutes) or an organization in which a state public official holds at least a 10% interest is or becomes a party to this Agreement, it shall be voidable by the State unless appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Avenue, Madison, Wisconsin 53703 (Telephone 608-266-8005).
- 52. OTHER DOCUMENTS.** The parties to this Contract understand and agree that standard forms or templates may be used for various purposes, including but not limited to, purchase orders, invoices, quotes, 'Website Terms and/or Conditions' or 'click to accept' agreement(s), some of which may contain boilerplate or standard terms and conditions ("Other Documents"). However, any use of Other Documents are not a part of this Contract and are deemed to be for administrative convenience only and the terms therein are of no effect, have no force of law and do not modify the terms of this Contract.

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Complaint Resolution for Icom-Branded Product Only

Icom Fiscal Quarters are:

- Quarter 1 April 1st – June 30th**
- Quarter 2 July 1st – September 30th**
- Quarter 3 October 1st – December 31st**
- Quarter 4 January 1st – March 31st**

A. Service/Billing

For customer service or billing inquiries, customers may use any of the following:

- 1) Contact a representative at 1(800) 306-1403. Hours of operation are Monday through Friday, 7am to 5pm PT**
- 2) Notify the Contractor via <govsales@icomamerica.com>**
- 3) Notify the Contractor via <www.icomamerica.com>**

B. Equipment.

- 1) Defective Items. In the event of a product defect is found, customers will call Technical Support at 1(800) 253-1498. Such a defect, if any, is covered under the terms of the product's warranty and the Contractor is responsible for working with the manufacturer on behalf of the Purchasing Entity to resolve the problem.**
- 2) Products that are inoperable when delivered. For any product that is wholly inoperable when delivered, customers will call Technical Support at 1(800)- 253-1498 within thirty (30) days of a properly submitted invoice date. Technical Support will determine if it is appropriate to offer the following options:**
 - a. Replacement. The same product that was ordered will be shipped at Contractor's expense. A Sales Support Representative will contact the Purchasing Entity or designee within 24 hours with the replacement product delivery time, and the process to return the inoperable product.**
 - b. Service. The product may be repaired; however, once serviced the product is no longer eligible for replacement. Product must be deemed inoperable upon receipt by Technical Support within thirty (30) days of the properly received invoice date in order to receive a replacement unit.**

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- 3) Products Lost or Damaged in Transit.** Icom will issue credits or replace products returned due to damage in transit or that are lost in transit.
 - 4) Claims and Payment Process.** For all product damaged or lost in transit in any week of the quarter, Purchasing Entity must notify Sales Support representative at 1(800) 306-1403 within ten (10) business days from receipt of receiving damaged products, a short shipment, or not receiving an expected order.
- C. Escalation Process.** Customer escalations and resolution are listed below. Procedures for addressing and resolving customer problems and complaints vary depending on the nature of the issue.
- a. Consumer/Business Support. 1(800) 306-1403**
Provides telephone support when your product is within its 30-day complimentary support period. Otherwise, per incident support may be purchased. Representatives are available to assist customers 5 days a week from 7am to 5pm PT. Collect the product serial number or agreement number.
 - b. Service Provider Support. 1(800) 306-1380**
Provides custom support with a valid service account number. Representatives are available to assist customers Monday through Friday from 8am to 5pm PT. Be prepared to provide your service account number.
 - c. Customer Relations. 1(800) 306-1403**
Customer service in solving complex, sensitive issues.

t Cooperative Contract Sales Report
 c Safety Communications Equipment 2015-2020, Contract #505ENT-O16-SAFETYCOMM-10
 e: Icom America, Inc.

Name	City	Order Type	Contract Band	Item Description	Contract Item Number	Unit of Measure	Qty	List Price	Contract Price/Rate	Total Spend	Total S (Extenc Contrac
in Dept. of Tourism	Madison	Purchase Order	1	XYZ	123	EA	2	150	100	100	\$50

ie data is in red. Remove the sample data on the submitted electronic report.



Vendor Agreement
Wisconsin's Cooperative Purchasing Service

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis.Stats.

Interested municipalities:

- will contact the contractor directly to place orders referencing the state agency contract number; and
- are responsible for receipt, acceptance, inspection of commodities directly from the contractor, and making payment directly to the contractor.

The State of Wisconsin is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

The State of Wisconsin will determine the contractor's participation by checking a box below.

MANDATORY: Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.

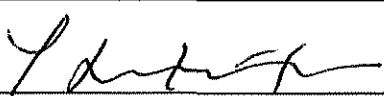
OPTIONAL: Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor's decision on participating in this service has no effect on awarding this contract.

A vendor in the service may specify minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal changes for municipalities.

Vendor: please check one of the following boxes in response.

I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.

I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

Special Conditions (if applicable):			
Signature 		Date (mm/dd/ccyy) 07/13/2016	
Name (Type or Print) Hiroshi Nakaoka		Title President	
Company Icom America Inc.		Telephone (425) 450.6090	
Address (Street) 12421 Willows Road NE	City Kirkland	State WA	ZIP + 4 98034-8751
Commodity/Service Public Safety Communication Equipment		Request for Bid/Proposal Number 505ENT-O16-SAFETYCOMM-10	