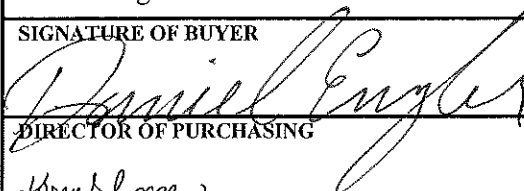
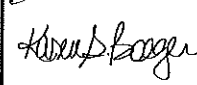




NOTICE OF CONTRACT RENEWAL

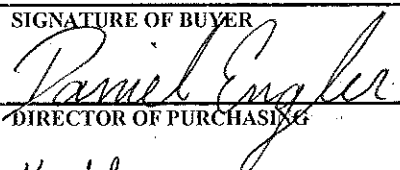
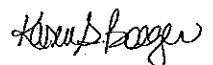
State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CT160530007	CONTRACT TITLE NASPO ValuePoint Radios – Icom America, Inc.
AMENDMENT NUMBER 002	CONTRACT PERIOD July 1, 2017 through June 30, 2018
REQUISITION/REQUEST NUMBER N/A	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 9110839240 0 / MB00090806
CONTRACTOR NAME AND ADDRESS Icom America, Inc 12421 Willows Road NE Kirkland, WA 98034	STATE AGENCY'S NAME AND ADDRESS Various State Agencies throughout Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The State of Missouri hereby exercises its option to renew the contract, pursuant to the contract renewal executed by NASPO ValuePoint. All other terms, conditions and provisions of the contract, including all discounts, shall remain the same throughout the above contract period and apply hereto. SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
BUYER Daniel Engler	BUYER CONTACT INFORMATION Email: daniel.engler@oa.mo.gov Phone: (573) 522- 0001 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE May 17, 2017
DIRECTOR OF PURCHASING  Karen S. Boeger	



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
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CONTRACT NUMBER CT160530007	CONTRACT TITLE NASPO ValuePoint Radios – Icom America, Inc.
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BUYER Daniel Engler	BUYER CONTACT INFORMATION Email: daniel.engler@oa.mo.gov Phone: (573) 522- 0001 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 7/12/16
DIRECTOR OF PURCHASING  Karen S. Boeger	

1. Scope: This addendum covers the purchase of public safety communication equipment and is for use by the state agencies governed by RSMo Chapter 34, political subdivisions, and universities of the State of Missouri as authorized by statute to utilize State of Missouri contracts with the prior approval of the Director of the Division of Purchasing.

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**

In the event of a conflict between the terms and conditions of this Participating Addendum (PA) and any Exhibit or Attachment subject to this PA, the terms and conditions of the PA shall prevail.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by state agencies governed by RSMO Chapter 34, political subdivisions, and other entities (including cooperatives) and universities authorized by Missouri's statutes to use state contracts are approved by the Director of the Division of Purchasing for the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing.
3. Participating State Modifications or Additions to Master Agreement:
 - a) For informational purposes, the contractor is requested to complete Exhibit A regarding their economic impact to the State of Missouri.
 - b) Missouri Statewide Contract Quarterly Administrative Fee:
 - 1) The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
 - 2) The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
 - 3) Payments shall be made using one of the following acceptable payment methods:
 - **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson

City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

- **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.
- 4) All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.
- 5) Missouri Statewide Contract Quarterly Administrative Fee Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form (Attachment 1) may be downloaded from the following Division of Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809
OR
Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517
- **Fax:** (573) 526-9815
- **Email:** ereports@oa.mo.gov

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract

Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

c) Missouri Statewide Contract Quarterly Usage Report:

- 1) The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- 2) Sales Reporting: The manufacturer must provide quarterly reports to the Division of Purchasing identifying devices purchased, leased, and maintained under this contract.

- a. The report must list the placement of all copiers (purchased or fair market value lease) during the previous three months.
- b. The report must be presented by email within 30 business days after the end of each reporting period.

c. Reports must include the following:

- i. Contract Number;
- ii. Equipment Make, Model, and Serial Number;

- iii.State Agency and Location;
- iv.Purchase or Fair Market Value Lease;
- v.Maintenance Agreements;

- 3) The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- 4) The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (Attachment 2) which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- 5) The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

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	John Stobbart, or successor
Address	P.O. Box 809, Jefferson City, MO 65102
Telephone	(573) 751-3796
Fax	(573) 526-9816
E-mail	John.stobbart@oa.mo.gov

5. **Subcontractors:** All the contractor's dealers/resellers/distributors authorized in the State of Missouri, as shown on the NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO Master Agreement. It shall be the contractor's responsibility to maintain the list of authorized dealers/resellers/distributors on the NASPO

ValuePoint website. In order for dealers/resellers/distributors to sell to State of Missouri state agencies, the dealers/resellers/distributors must establish a cooperative contract with the State of Missouri's Division of Purchasing. The contractor's dealers' /resellers'/distributors' 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/distributors 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: [CT160530007] 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:	Contractor: Icom America, Inc.
By:	By: 
Name:	Name: Hiroshi Nakaoka
Title:	Title: President
Date:	Date: May 26, 2016

[Additional signatures as required by Participating State]

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]

EXHIBIT A

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and Icom America, Inc. is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

Icom America employ's one (1) Regional Sales Manager (aka Technical Channel Manager) who resides in the State of Missouri.

We presently have the following Authorized Missouri Resellers listed under our NASPO Contract:

Company Name	Point of Contact	Phone	Email
Commenco	Gary Quint	816-753-2166	gary@commenco.com
L & B Electronics	Becky Wood	573-392-7554	beckyw@lbelect.com
RCC Inc.	Mark Pollock	636-239-7192	mpollock@radiocommco.net

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under Missouri Contract Number.

In line with the award under this NASPO Public Safety Communications Equipment contract, Icom is deeply committed to P25, the North American digital standard for public safety communications interoperability. Icom's latest P25 radios offers P25 trunking, bringing more functionality to this growing product line.

Icom is also devoted to IDAS™, its analog + digital line of land mobile radio equipment. IDAS™ uses the NXDN™ protocol to bring next-generation digital capabilities to the industry, all while retaining analog legacy performance. IDAS™ is all about making today's radios narrowband compliant and more functional—all at a better value than ever before.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.



4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

Icom America Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged, minority and women-owned small businesses in our operations. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

Presently the Missouri Authorized Dealers listed under Section 1 are not showing in the MWBE registration. However we, actively seek MWBE Partners that are both interested in selling Icom their products and MWBE Partners that are interested in representing Icom products and services. We will look in to the "Networking" program within and share with our Management

Team in hopes they would be able to connect directly with Missouri MWBE Businesses which we might be able to add to this section of our agreement.

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

This information is under review by our Sales, as well as Purchasing Departments. Should there be a fit within our organization for any of these valued agencies, we will immediately update the State with a listing.

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:

Presently the Missouri Authorized Dealers listed under Section 1 are not showing in the SDVE registration. Being the link provided here in is a downloadable file, we have forwarded to our Management Teams for both Sales and Purchasing in hopes they may have or could locate a new Vendor that we could include in a future contract update.

To accelerate any potential opportunities you may have in the future for this area, as well as the equally important MWBE's please email: salescontracts@icomamerica.com.