

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint (formerly WSCA-NASPO)**  
**Public Safety Communication Support Equipment 05715**  
**Lead by the State of Washington (hereinafter "Lead State")**

**PARTICIPATING ADDENDUM**

**ErgoFlex Systems, Inc. dba Xybix Systems**  
(hereinafter "Contractor")

And

[insert name of participating entity]  
(hereinafter "Participating State")

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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 **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded the following category/subcategory:

**Dispatch Console Furniture**

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/entity** 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:**  
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

**[Replace this with specific changes or a statement that No Changes Are Required]**

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

Contractor

Name	Kenneth Carson
Address	82007 SouthPark Circle Littleton, CO 80120
Telephone	(303) 683-5656
Fax	(303) 683-5454
E-mail	kenc@xybix.com

Participating Entity

Name	Knox County 9-1-1
Address	117 East High St. Suite B153 Mt. Vernon, OH 43050
Telephone	740-393-6728 Option 1
Fax	740-392-3972
E-mail	lwebster@knoxcountyohio911.com

**5. Subcontractors:**

All [contactor] dealers/resellers/distributors authorized in the State of xxxxxxxx, as shown on the NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The [contractors] dealer's/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 05715 (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: [insert appropriate number] and the Lead State master price agreement number: 05715.

**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 05715 (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: Ohio	Contractor: ErgoFlex Systems, Inc. dba Xybix Systems
By: 	By: 
Name: Laura Webster	Name: Kenneth R Carson
Title: 9-1-1 Operations Director	Title: Owner
Date: March 25 <sup>th</sup> , 2021	Date: 3/26/21

[Additional signatures as required by Participating State]

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

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION

Name	Ted Fosket, Cooperative Development Coordinator
Telephone	907-723-3360
E-mail	<a href="mailto:tfosket@naspovalupoint.org">tfosket@naspovalupoint.org</a>

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