

AMENDMENT #2 to  
PARTICIPATING ADDENDUM  
#7637

This is Amendment No. 2 (this "Amendment 1") to a Participating Addendum to NASPO ValuePoint Master Agreement #05715, Contract # 7637 (as amended from time to time, the "Contract") dated August 4, 2017 between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Service ("DAS PS") on behalf of the Oregon Authorized Purchasers, and Nokia of America Corporation (hereafter called "Contractor") for the provision of Public Safety Communications Support Equipment. This Amendment is effective on the date it has been signed by every party and approved in accordance with applicable law.

1. The Price Agreement is hereby amended as follows:
  - a. Per Section 1.5 the current ending, June 30, 2021 is hereby extended to December 31, 2021.


2. Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of execution of the Price Agreement.

Certification: By signature on this Contract for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

CONTRACTOR: Nokia of America Corporation

By	 <b>Desiree Obleton</b> <small>Digitally signed by Desiree Obleton DN: cn=Desiree Obleton, o=Nokia of America Corporation, ou=Legal and Compliance, email=desiree.obleton@nokia.com, c=US Date: 2021.06.14 12:41:51 -05'00'</small>	Commercial Contracts Manager	June 14, 2021
	_____	_____	_____
	Name: Desiree Obleton	Title:	Date:
By	 <b>Katheryn Mecham</b> <small>Digitally signed by Katheryn Mecham DN: cn=Katheryn Mecham email=katheryn.mecham@nokia.com C=AD O=Nokia of America Corporation Date: 2021.06.14 14:58:34 -04'00'</small>	Commercial Contracts Manager	June 14, 2021
	_____	_____	_____
	Name: Katheryn Mecham	Title:	Date:

**DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES:**

Approved By	 <b>Darwin Kumpula</b> <small>Digitally signed by Darwin Kumpula Date: 2021.06.15 13:04:47 -07'00'</small>	Procurement & Operations Manager	15-Jun-2021
	_____	_____	_____
	Name: Darwin Kumpula	Title:	Date:

APPROVED AS TO LEGAL SUFFICIENCY

Approved By: Not applicable pursuant to OAR 137-045-0050

Amendment 2 Price Agreement #7637, MASTERFILE # 82891-15

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**PUBLIC SAFETY COMMUNICATIONS**  
**SUPPORT EQUIPMENT**

Lead by the State of Washington

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Master Agreement #: 05715

Contractor: **Alcatel-Lucent USA, Inc. [part of Nokia Group]**

Participating State: **STATE OF OREGON, acting by and through the Department of Administrative Services ("DAS PS")**

**Master Agreement Terms and Conditions:**

1. Scope: This Addendum covers the Master Agreement #05715 led by the State of Washington 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.

The following products or services are included in this Addendum:

- *Microwave Radios, Carrier Grade, Packet Data: includes: Point-to-Point digital microwave radio equipment to operate on Part 101 licensed frequencies above 5 GHz; available in all-indoor or split system, capable of space diversity, fix or adaptive modulation, RF power above +30 dBm; providing native IP, capable of transporting TDM, with high throughput capacity; supporting 1+1 hot standby and/or ring redundancy; along with required bandwidth management / routing equipment and software; and with antennas, feedline systems, hardware (which may be from other manufacturers) to provide a complete system.*
- *Microwave Radios, Network Grade: Includes: Point-to-Point digital microwave radio equipment to operate on Part 101 licensed frequencies above 5925 MHz; capable of fix or adaptive modulation, RF power above +15 dBm; providing native packet data with high throughput capacity supporting emulated TDM over packet data; minimum MTU size of 2048; integrated or non-integrated antenna systems; along with required bandwidth management / routing equipment and software; and with antennas, feedline systems, hardware (which may be from other manufacturers) to provide a complete system.*

The following products or services are not included in this Addendum

- *Any other product or service not expressly provided for in list of the "products or services included" as set forth above.*

This Addendum establishes an agreement to agree between Contractor and Participating State pursuant to ORS 279B.140, including the provisions of the Master Agreement, provided,

#### **4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

4.1 This Participating Addendum is not exclusive. There may be one or more contractor(s) providing the Goods and services. In the event DAS PS has made an award to one or more of the holders of Master Agreements, Authorized Purchasers must comply with the following selection process:

4.2 Purchasing Entities - Selection Process for State Agencies. From time to time, Purchasing Entities, who are state agencies, may purchase Products or Services from Contractor or other contractors.

4.2.1 Large Purchases. Purchasing Entities, who are state agencies, shall use one of the following selection processes for purchases over \$10,000:

1) Highest Ranked Proposer in RFP # 05715: Purchasing Entity or Authorized Purchaser may issue purchase orders or contracts for Products or Services to the Awardee who received the highest total points in RFP # 05715;

OR

2) Cost Comparison: Purchasing Entity or Authorized Purchaser may conduct a Product or Service specific comparison among all holders of Participating Addendum (s) based upon price.

OR

3) Compatibility: Purchasing Entity or Authorized Purchaser may conduct a Product or Service specific comparison among all holders of Participating Addendum (s) based upon compatibility of existing infrastructure or equipment.

OR

4) Availability: Purchasing Entity or Authorized Purchaser may conduct a Product or Service specific comparison among all holders of Participating Addendum (s) based upon availability.

4.2.2 Other Purchases. An Authorized Purchaser subject to DAS PS procurement authority may follow the provisions of ORS 279B for purchases of \$10,000 or under or that may be otherwise exempt from the competitive procurement requirements of the Public Contracting Code.

4.3 Purchasing Entity or Authorized Purchaser must document its selection process in its procurement file.

consequential damages, costs of cure, and costs incurred in securing replacement Goods or Services or both.

These remedies are cumulative to the extent the remedies are not inconsistent, and DAS PS or Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

This Addendum will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Addendum or any Contract or (ii) exercising a right of setoff against Contractor's compensation under this Addendum or any Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.


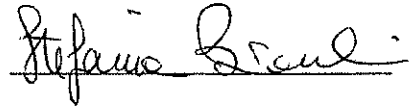
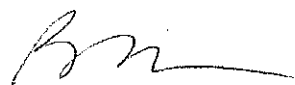
9. License to Non-Embedded Software:

9.1 Notwithstanding anything to the contrary in this Participating Addendum and the Master Agreement, the Embedded Software and any software application program (in object-code form and excluding source code) that does not permanently reside on a computing device ("Non-Embedded Software") and any related documentation (collectively, "Licensed Material") are licensed to the State and not sold. All rights, title and interest in and to the Licensed Material, including all intellectual property rights, remain vested in Contractor, its suppliers and licensors, and the State is granted only a limited license to use the Licensed Material in conjunction with the equipment, as provided in this Section and in Section 31 of the Master Agreement (with respect to Embedded Software).

9.2 Upon delivery of any Non-Embedded Software, and subject to the State's payment of the applicable fees for such Non-Embedded Software, Contractor hereby grants the State a limited, nonexclusive, nontransferable license (a) to use those portions and features of the Non-Embedded Software for which Contractor has authorized the activation solely on or with the single unit or arrangement of equipment for the State's internal use in the United States; and (b) to copy the Non-Embedded Software as reasonably necessary for backup and archival purposes provided the copies contain all of Contractor's proprietary notices contained in the original Non-Embedded Software. The State acknowledges and agrees that (c) Contractor may have encoded within the software optional functionality, features and/or capacity, which may be accessed only through the purchase of the applicable license extension from Contractor at an additional price (no licenses are granted to such functionality, features and/or capacity unless the State purchases the applicable license extension); and (d) the State may need to obtain a new or additional application key from Contractor to use such software. This Section applies to all updates, upgrades, maintenance releases, revisions, and enhancements for the Non-Embedded Software.

9.3 The State shall not directly or indirectly: (a) modify, copy (other than as permitted above), transmit, alter, merge, decompile, disassemble, reverse engineer or adapt any Licensed Material or portion thereof; (b) encumber, time-share, rent or lease the rights granted herein; (c) manufacture, adapt, create derivative works of, localize, port or otherwise modify any Licensed Material or portion thereof; (d) disclose or otherwise make available any Licensed Material or portion thereof to any third party; (e) enable any software functionality, feature or capacity which Contractor licenses as a separate product, without Contractor's prior written consent; (f) take any action that may result in the software

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

<b>Participating State:</b> The State of Oregon, acting by and through the Department of Administrative Services, Procurement Services	<b>Contractor:</b> Alcatel-Lucent USA Inc. [part of Nokia Group]
<b>Signature:</b> 	<b>Signature:</b> 
<b>Name:</b> Mary Mattison	<b>Name:</b> Stefania Biacchi
<b>Title:</b> State Procurement Analyst	<b>Title:</b> Head of Contract Management NAM
<b>Date:</b> 8/4/2017	<b>Date:</b> 7/14/2017
	<b>Signature:</b> 
	<b>Name:</b> Brian Morton
	<b>Title:</b> Commercial Contract Manager
	<b>Date:</b> 7/14/2017

*[Additional signatures may be added if required by the Participating Entity]*

## EXHIBIT NO. 1

### Changes to Master Agreement

#### State-Specific Constitutional, Statutory and Other Requirements

**1. Definitions.** The following terms have the meanings set forth below. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits.

“Authorized Purchaser” means an agency of the State of Oregon or any ORCPP member that submits a Purchase Order to Contractor.

“Contract” means the agreement between Authorized Purchaser and Contractor formed by the Authorized Purchaser’s issuance of a Purchase Order that incorporates by reference the terms and conditions of the Master Agreement and this Addendum.

“DAS PS” means the State of Oregon acting by and through the Department of Administrative Services, Procurement Services.

“ORCPP” means the Oregon Cooperative Purchasing Program, which recognizes certain agencies and organizations within the State of Oregon as authorized to purchase the goods and services available under a price agreement or master agreement entered into by the State.

“Master Agreement” means the State of Washington Master Agreement #05715 between Contractor and the State of Washington, on behalf of the member states of the National Association of State Procurement Officials and the Western States Contracting Alliance, and its attachments, which together with this Addendum sets forth terms, conditions and requirements for purchase by Authorized Purchasers of the goods and services described therein.

“Purchase Order” means the purchase order document submitted to Contractor by an Authorized Purchaser that incorporates this Addendum by reference and specifies the quantity and type of goods or services that Contractor will provide to the Authorized Purchaser under the terms of the Master Agreement and this Addendum.

“State”, for the purposes of this Participating Addendum, means the State of Oregon.

#### **2. Purchase Orders.**

**2.1 Purchase Orders.** Authorized Purchasers may use their own forms for Purchase Orders. State agencies may also use the general State-approved Purchase Order referencing the Master Agreement Number. To the extent that the terms of any form differ from the terms of this Addendum, the terms of this Addendum supersede such contrary terms. Each

## **5.1 Volume Sales Reports (VSRs):**

**5.1.1** Contractor shall submit a Volume Sales Report (VSR) no later than thirty (30) calendar days from the end of each calendar quarter, which contains:

Complete and accurate details of all receipts (sales and refunds) for the reported period; The information as identified in the DAS PS document titled Volume Sales Report Template - Data Requirement, Format and Layout; and Such other information as DAS PS may reasonably request.

Contractor shall send a VSR to DAS PS each quarter, whether or not there are sales. When no sales have been recorded for the quarter a report must be submitted stating "No Sales for the Quarter."

**5.1.2** Data Medium and Delivery Medium: Contractor shall provide VSRs in MS Excel (.xls) format. VSRs must be submitted by e-mail. Delivered print outs of VSRs are not acceptable. Hard copies of VSRs on CDs are only acceptable if the size of the file precludes transmission by email. Approval from the Contract Administrator must be obtained for deviations from these requirements.

**5.1.3** Receipt/Acceptance: The first VSR submitted by the Contractor must be submitted to the DAS PS Contract Administrator for review and approval. Approved first VSRs and subsequent VSRs must be submitted to [VCAF.REPORTING@oregon.gov](mailto:VCAF.REPORTING@oregon.gov). A separate section follows describing the administrative charge if it is applicable. The Contract Administrator's receipt or acceptance of any of the VSRs furnished pursuant to this Addendum shall not preclude DAS PS from challenging the validity thereof at any time.

**5.1.4** DAS PS reserves the right to terminate this Addendum if volume sales reports are not received as scheduled on in the prescribed format.

## **5.2 Vendor Collected Administrative Fee (VCAF):**

### **5.2.1** Vendor Collected Administrative Fee (VCAF) PERCENTAGE:

The Vendor Collected Administrative Fee (VCAF), is a charge equal to One Percent (1.0 %) of Contractor's Gross total sales, less any credits, made to Authorized Purchasers during the calendar quarter.

**5.2.2** VCAF Amount / Payment Due Date: During the term of this Addendum and for the sales during the last calendar quarter of the term of this Addendum, the Contractor shall remit VCAF payment to DAS PS within sixty (60) calendar days after the end of each calendar quarter.

**5.2.3** Contractors may not reflect the VCAF fee as a separate line item charge to Authorized Purchasers. Contractor's proposed prices shall reflect all Contractor's charges to Authorized



6.1 Contractor has the power and authority to enter into and perform this Addendum and that this Addendum, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;

6.2 Goods will be new (except for parts and components used to repair Goods under warranty), unused (except for parts and components used to repair Goods under warranty), current production models, where applicable, and will be free from defects in materials, design and manufacture for manufacturer's standard warranty period. Where specifications have been made a part of the RFP, Contractor further warrants that all Goods conform to the specifications and meet or exceed all quality and safety standards set in the RFP;

6.3 all Services to be performed under this Addendum will be performed in accordance with the highest applicable professional or industry standards, and that only workmanship of the first quality shall be employed in the performance of this Addendum;

6.4 Contractor shall transfer to Authorized Purchaser all manufacturer warranties covering Goods or Products, if any at time of delivery at no charge, and

6.5 all Goods or Products, if any, are free and clear of any liens or encumbrances, and that Contractor and its licensors (as applicable to Licensed Material) have full legal title to such Goods or Products, and that no other person has any right, title or interest in the Goods or Products which is superior to the rights granted to Authorized Purchaser hereunder.

Contractor's (including manufacturer) warranties for the Products and Services are as follows (the "Warranty Provisions"):

(1) Warranty for Equipment. Contractor warrants to Authorized Purchaser that, during the warranty period defined in this paragraph, the equipment on the Price List ("Equipment") will, under normal use and service, be free from defects in materials and workmanship and function substantially in accordance with Contractor's technical specifications in effect on the date of shipment. The warranty period for Equipment is 12 months from the date of shipment. If Contractor installs the Equipment, such 12-month warranty period will commence on the date of installation completion. Under no circumstances, however, will the warranty period commence later than 4 months after the shipment date of the Equipment in question. Repaired or replaced units and subassemblies will have a new warranty period of 3 months from shipment date or the end of the original warranty period, whichever is longer.

Authorized Purchaser must obtain from Contractor a return authorization number and pack and ship, at its own cost, the defective part, subassembly or unit (if applicable) to the facility designated by Contractor, together with a detailed description of the problem and the appropriate documentation required for such shipment and return shipment thereof. Authorized Purchaser will perform the re-installation of the repaired or replacement part, subassembly or unit at its own cost. When repairing or replacing any Product or part thereof, Contractor may use new, remanufactured, reconditioned, refurbished, or functionally equivalent Products or parts.

(d) Authorized Purchaser has notified Contractor in writing during the warranty period of each defect discovered in the Products promptly upon its occurrence but in any event not later than 10 calendar days after it has been discovered; and

(e) Authorized Purchaser has promptly provided any additional information concerning the defect and its occurrence, upon Contractor's reasonable request.

The Warranty Provisions do not cover:

(f) consumable, perishable or wearing parts or Products that have had their serial numbers or month and year of manufacture removed, altered, defaced or deleted; or

(g) any defects arising out of or in connection with (i) any improper handling or use, (ii) external reasons such as (but not limited to) excessive physical force, water, humidity or dust and other detrimental environmental or operating conditions beyond the limits specified for each Product, (iii) power failures, fires, explosions or any acts of God or other cause beyond Contractor's control, (iv) operator error, (v) use not in accordance with the Documentation, (vi) failure to implement any new releases or updates to Software, or (vii) use of the Product in conjunction with a non-Contractor product (except to the extent provided in the Documentation); or

(h) electromagnetic interference or malfunctions of interconnected equipment; or

(i) damage to property or equipment other than the Product itself.

Warranty does not include (1) Contractor assisting in diagnostic efforts, (2) access to Contractor's technical support web sites, databases, or tools, (3) Product integration, (4) on-site assistance, or (5) Documentation updates. These Services may be available for purchase during and after the warranty period at Contractor's published prices.

The Warranty Provisions are non-transferable.

(5) Liability. Contractor's liability for any breach of warranty or otherwise under this Addendum is strictly limited, at Contractor's sole discretion, to repair, correction or replacement of the defective Products or parts thereof or Services or the repayment of amounts paid with respect thereto (which repayment will take the form of a credit that can only be applied against Authorized Purchaser's future purchases and licenses under the Participating Addendum).

The fulfillment of the obligations set out in this Warranty Provision will be in full satisfaction of Contractor's liability for defects with regard to the Products and Services, and Authorized Purchaser shall hold harmless and/or indemnify Contractor from any claim of third parties in this respect.

The warranties in the Master Agreement and the above warranties are exclusive warranties. Contractor disclaims all other warranties, representations and conditions, express, implied and/or statutory, including all warranties, representations and conditions of merchantability, fitness for a particular purpose, and non-infringement. The remedies provided under paragraphs 1, 2, 3, and 5 are Authorized Purchaser's exclusive remedies for failure of the Products and Services to conform to the warranties.

(6) Maintenance. If Authorized Purchaser wishes Contractor to provide maintenance and support services in addition to these warranty services, the parties will enter into a separate written annual maintenance and support agreement on terms, conditions and prices to be agreed.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Master Agreement.

return the allegedly infringing goods or terminate the allegedly infringing services, and Contractor will refund Authorized Purchaser's payments, in full, for the allegedly infringing goods or services.

## **8. Term and Termination of Participating Addendum.**

**8.1 Term.** This Addendum remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this Addendum in accordance with its terms.

**8.2 Termination.** DAS PS may terminate this Addendum, in whole or in part, at any time upon thirty (30) days prior notice to Contractor. In addition, DAS PS may terminate this Addendum, in whole or in part, immediately upon notice to Contractor, or at such later date as DAS PS may establish in such notice, for any reason, or upon the occurrence of any of the following events:

8.2.1 State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Addendum; or

8.2.2 Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under this Addendum is prohibited or the State is prohibited from paying for such goods from the planned funding source.

Upon receipt of written notice of termination, Contractor will stop performance under all Purchase Orders as directed by State.

**8.3** Termination under any provision of this Addendum does not extinguish or prejudice State's or an Authorized Purchaser's right to enforce this Addendum or a Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the State or an Authorized Purchaser to indemnification by Contractor. If this Addendum or a Purchase Order is so terminated, the State or an Authorized Purchaser will pay Contractor in accordance with the terms of this Addendum for goods shipped and services performed by the Authorized Purchaser.

## **9. Termination of Individual Purchase Orders.**

**9.1** Individual Purchase Orders may be terminated at any time by written consent of Authorized Purchaser and Contractor or Authorized Purchaser may, at its sole discretion, terminate individual Purchase Orders, in whole or in part, upon 30 days written notice to Contractor as long as such notice is received at least 30 days prior to the scheduled delivery date for equipment, at least 10 days prior to scheduled delivery date for software and at least 45 days prior to commencement of services; provided, however, that (a) a Purchase Order for customized or build-to-order Products as indicated on Contractor's quote (including but

applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**11. Application of Public Records Law.** Contractor acknowledges that any disclosures Contractor makes to Authorized Purchaser under this Addendum are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.410 – 192.505, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 - 646.475. The non-disclosure of documents or of any portion of a document submitted by Contractor to Authorized Purchaser may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified prior to Authorized Purchaser's release of documents to Entities other than participating agencies or other State agencies. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense.

Contractor represents to Authorized Purchaser that certain of the information and Products available under this Participating Addendum are Trade Secret and may be exempt from disclosure under Oregon Public Records Laws (ORS 192.410 to 192.505). Contractor authorizes the Authorized Purchaser to use Contractor's information and Products, which Contractor in its discretion may disclose or make available to Authorized Purchaser, solely to exercise Authorized Purchaser's rights and to perform its obligations under this Participating Addendum and the Master Agreement. Authorized Purchaser shall use the information and Products only as permitted under this Participating Addendum and shall comply with the provisions of the Oregon Public Records Laws.

**12. Recycled Products.** Contractor will use, to the maximum extent economically feasible in the performance of this Contract, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

**13. Notices.** Except as otherwise provided in a Purchase Order, any formal communications between the parties to or notices to be given under a Purchase Order will be given in writing by personal delivery of a facsimile transmission, email transmission or mailing the notice, postage prepaid, at the address or number set forth on the Purchase Order. Any communication so addressed and mailed will be deemed to have been received five (5) calendar days after mailing. Any communication delivered by facsimile or email will be deemed to be given when a confirming report for the transmission is generated by the transmitting machine. To be effective against the receiving party, such facsimile or email transmission must be confirmed by telephone notice to the receiving party's authorized representative, as set forth in the Purchase Order. Any communication or notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative.

As between Contractor and State with respect to this Addendum, the Primary Contacts of Contractor and State are set forth above.

**18. Independent Contractor.** Contractor shall act at all times as an independent contractor and not as an agent or employee of Authorized Purchaser. Contractor has no right or authority to incur or create any obligation for or legally bind Authorized Purchaser in any way. Contractor is not an "officer", "employee", or "agent" of Authorized Purchaser (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

**19. Access to Records.** Contractor will maintain all fiscal records relating to Purchase Orders in accordance with generally accepted accounting principles and will maintain any other records relating to Purchase Orders in such a manner as to clearly document Contractor's performance thereunder. The Authorized Purchaser, the State and its agencies, the Oregon Secretary of State Audits Division and their duly authorized representatives will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Authorized Purchasers. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law following final payment and termination of this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum, whichever date is later.

**20. Severability.** If any term or provision of this Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Addendum did not contain the particular term or provision held to be invalid.

**21. Survival.** Any terms of this Addendum, which by their nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions survive the termination or expiration of this Addendum.

**22. Insurance.** Within ten (10) days of the Effective Date, Contractor must provide insurance as set forth on Exhibit No. 2. No Purchase Orders may be placed or accepted until proof is provided that these requirements have been met.

**23. Anticipated Amendments.** The parties may need to amend this Addendum to modify selected terms, conditions, and price(s). This Addendum may be modified by written document only.

**Bodily Injury/Death:**

\$ 1,000,000.00 Per occurrence limit for any single claimant; and

\$ 2,000,000.00 Per occurrence limit for multiple claimants

**Property Damage:**

\$ 1,000,000.00 Per occurrence limit for any single claimant; and

\$ 2,000,000.00 Per occurrence limit for multiple claimants

**1.4 EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance is acceptable. If Contractor is using excess/umbrella insurance to meet the minimum insurance requirement, Contractor's certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over General Liability, Auto Liability, etc."

**2 ADDITIONAL INSURED:**

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**3 "TAIL" COVERAGE:**

If any of the required professional liability insurance is on a "claims made" basis, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and SPO's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to PS, upon PS's request, certification of the coverage required under this section.

**4 CERTIFICATE(S) OF INSURANCE:**

Contractor shall provide to PS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any. The Contractor shall immediately notify PS of any change in insurance coverage.

**Exhibit No. 3**  
**CONTRACTOR TAX CERTIFICATION**

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is Contractor's correct taxpayer identification;

Federal Tax Number \_\_\_\_\_

Oregon Tax Number \_\_\_\_\_

2. Contractor is not subject to backup withholding because:

(i) Contractor is exempt from backup withholding,

(ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Addendum and any Contract, Contractor faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Contractor: Alcatel-Lucent USA Inc. [part of Nokia Group]

Signature \_\_\_\_\_ Date \_\_\_\_\_

**PUBLIC SAFETY COMMUNICATIONS  
SUPPORT EQUIPMENT**

Lead by the State of Washington

**Exhibit No. 3**

**CONTRACTOR TAX CERTIFICATION**

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is Contractor's correct taxpayer identification;

Federal Tax Number 22-3408857

Oregon Tax Number 0882972-5

2. Contractor is not subject to backup withholding because:

(i)  Contractor is exempt from backup withholding,

(ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes,

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(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Contractor: Alcatel-Lucent USA Inc. [part of Nokia Group]

Signature

*John Francis Kirksey*

Date

*March 6, 2017*