

**WESTERN STATES CONTRACTING ALLIANCE  
PARTICIPATING ADDENDUM  
FOR (CONTRACT NAME)  
Between  
The State of Oklahoma and Kustom Signal**

This Participating Addendum will add the State of Oklahoma as a Participating State to purchase from the WSCA Price Agreement, Number MA01611, with Kustom Signal.

**1. Scope:**

Unless otherwise defined, all capitalized terms in this Participating Addendum shall have the meanings ascribed to them in the Western States Contracting Alliance, Wireless Communication Services and Equipment Master Price Agreement, #01611 (the "WSCA Master Agreement").

This contract is entered into by the State of Oklahoma Central Purchasing Division of the Office of Management and Enterprise Services and may be used by any State Agency, the Court System, the Oklahoma State Legislature, and any Political Subdivision within the State of Oklahoma. This contract consists of pricing in accordance with the signed documents with the State of Washington. The contract functions as a permissive price agreement meaning that use is not mandatory for state agencies. Prices listed are maximum prices. Central Purchasing may negotiate quantity price reductions, discounts or more favorable terms whenever appropriate.

**2. Changes:**

2.1 Modification to Item 6.4 of the Washington State Contract 01611. Item 6.4 is hereby deleted and replaced as follows: Vendor to comply with requirements as established by the Oklahoma Tax Commission.

2.2 Modification to Item 6.5 of the Washington State Contract 01611. Item 6.5 is hereby deleted.

2.3 Modification to Item 8.2 of the Washington State Contract 01611. Item 6.7 is hereby deleted and will be replaced with a clause in Attachment A, Terms and Conditions for the State of Oklahoma.

**3. Lease Agreements: NONE**

**4. Primary Contact: Participating Entity's primary contact for this Participating Addendum is:**

Name: Laura Bybee  
Address: 2401 N. Lincoln Blvd., Suite 116  
Oklahoma City, OK 73105  
Telephone: 405-522-1037  
Fax: 405-522-1077  
E-mail: laura.bybee@omes.ok.gov

**5. Subcontractors: The following subcontractor(s) are authorized to perform services: NONE.**

**6. Price Agreement Number: All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include WSCA Master Agreement number: 01611.**

**7. Purchase Orders: All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders**

submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

8. **Order of Precedence:** The parties acknowledge and agree that:

(a) In the event of a conflict between the terms contained in the WSCA Master Agreement and this Participating Addendum, the terms and conditions of this Participating Addendum will control as between Contractor and the Participating Entity; and

(b) This §8 specifically supercedes §5 of the WSCA Master Agreement

This Participating Addendum and the WSCA Master Agreement 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 Participating Addendum and the WSCA Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the WSCA 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 Participating Addendum and the WSCA Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Participating Entity: State of Oklahoma

By: [Signature]

Name: Steve Adger

Title: State Purchasing Director

Date: 4/30/2015

Contractor: Kustom Signal

By: [Signature]

Name: Mark BEIRIGER

Title: Contracts Administrator

Date: 4/30/15

ATTACHMENT A  
STATE OF OKLAHOMA  
CENTRAL PURCHASING DIVISION  
TERMS AND CONDITIONS

**Contract Period.** The WSCA Contract Period for Award Number 01611 is October 31, 2011 through October 30, 2013, with options to renew through October 30, 2018.

**Renewal.** Upon mutual written agreement by both parties, the Oklahoma contract period is date of Award through October 30, 2015, may be extended and renewed under the same terms and conditions for additional one (1) year periods running through October 30, 2018.

**Funding Clause.** The State of Oklahoma obligation for performance of this contract beyond the contract period dates is contingent upon the availability of federal or state funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract until funds are made available to the State for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Central Purchasing Division.

**Jurisdiction or Venue.** The laws of the State of Washington shall govern the Master WSCA agreement; provided that the laws of the State of Oklahoma govern the Participating Addendum and the individual transactions of the procuring agencies within the State of Oklahoma.

**Contract Management Fee**

Kustom Signal agrees to provide the Central Purchasing Division a 1.0% rebate as described below.

- Rebate will be paid within 30 calendar days after a calendar quarter based on total gross sales within the State of Oklahoma to the Central Purchasing Division 2401 N. Lincoln Blvd. Suite 116, Oklahoma City, OK, 73105 to the attention of the Contracting Officer, Laura Bybee. The Administrative Fee equals (1%) percent of the total quarterly sales reported.
- Kustom Signal will provide quarterly usage reports and other back up documentation to the Oklahoma Central Purchasing Division to substantiate the rebate amount.
- In accordance with Washington State Contract, 01611, the Administrative Fee may be added to the price of each item. A revised pricing scheduled must be sent with the signed copies of the Participating Addendum.

**Audit and Records.**

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. On forming any contract with the State, the Contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract.

(b) Contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

**Ordering.** Any supplies and/or services to be furnished under this contract shall be ordered by purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

**Invoice.** Proper invoices shall be submitted to the procuring agency with the appropriate purchase order, State Wide contract number and Vendors Contract Number referenced on the Invoice.

**Payment .** Payments shall be submitted to the Contractor at the address shown on the invoice. Payment shall be tendered to the Contractor within forty-five (45) of the date of receipt. After the forty-fifth day from the invoice receipt,

the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma statutes. The interest rate due is established by the Oklahoma State Treasurer's office each year. The Contractor is responsible for claiming the interest rate. The procuring agency shall make a good faith effort to pay within forty-five (45) days of the invoice receipt. Once the order is placed, Kustom Signal will ship it directly to the Agency. They will send Agency an invoice directly. Agency in turn, will remit payment directly to Kustom Signal.

**PURCHASE CARD:** Agencies may make payments for oral or written delivery orders by using the State of Oklahoma purchase card (p-card). Oral delivery requests will be honored by the Contractor when paid by Purchase Card. **Payments made using the purchase card are eligible for any prompt payment discount or any other discount authorized by the WSCA/State of Washington contract.** The contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item in accordance with other contract requirements, the contractor shall immediately credit a cardholder's account for items returned as defective or faulty.

**Product Availability.** Contractor must use best effort to assure product availability through duration of contract period.

**Additional Manufacturer Discounts.** For contract items, the Contractor agrees to allow any particular Participating State or agency thereof to accept additional discounts offered by a Manufacturer for whom the Contractor is a distributor if those discounts will result in a lower net price to the State. The Contractor agrees to furnish these items under the terms and conditions of the Contract but at the lower net price as agreed by the Manufacturer and the Participating State.

**Contractor Usage Reporting Requirements.** Reports shall include information by product number, quantity, ordering entity and the total dollar by amounts sold/ordering entity by name. Reports shall be submitted quarterly. Usage Reports shall be sent via email to [laura.bybee@omes.ok.gov](mailto:laura.bybee@omes.ok.gov) within thirty (30) calendar days upon completion of the quarter.

Contract quarterly reporting periods are:

July 1 through September 30 - due October 30;  
October 1 through December 31 - due January 31  
January 1 through March 31- Due April 30  
April 1 through June 30- Due May 31

Failure to provide usage reports shall result in cancellation or suspension of contract.

**Failure to Comply Statement.** The Contractor agrees that should it be in non-compliance with this contract, any applicable federal or state laws, or regulations that the contract may be suspended, terminated, or canceled in part or in whole. Observance of the compliance with the requirements thereof shall be the responsibility of the Contractor, without reliance on or direction by the State of Oklahoma.

**Product Acceptability.** Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

**Oral Agreements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation or the resultant contract. The Central Purchasing Division must make all modifications to the contract in writing.

**Termination of Contract.** Either party can cancel this contract with a thirty (30) day written notice to the business address of record.

The State of Oklahoma is Tax Exempt; proof of this status is available upon request.