

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
WIRELESS SERVICES 2012-2017  
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

TESSCO

Contract Number: 1907  
(hereinafter "Contractor")

And

[The Commonwealth of Kentucky]  
(hereinafter "Participating State")

MA 758 130000563

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This Participating Addendum ("PA") is made this 18<sup>th</sup> day of December, 2012 (the "PA Effective Date"), between Commonwealth of Kentucky and Tescos ("Contractor").

1. **Scope:** This addendum covers the WIRELESS SERVICES lead by the State of Nevada 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.
2. **Authorized Participating Entities.** The Commonwealth hereby designates the Commonwealth of Kentucky State Agencies as well as political subdivisions of this State including cities, counties and school districts as the authorized Participating Entities under this Participating Addendum.
3. **Discount.** The Contractor shall provide an employee discount equal to that received by the Commonwealth of Kentucky.
4. **Participation:** Use of specific **WSCA** 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 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.
5. **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 this 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.

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6. Participating State Modifications or Additions to Master Price Agreement:  
**No Changes Are Required**
7. Lease Agreements: Leasing is NOT authorized on this agreement.
8. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

**Lead State**

Name	9. Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

**Contractor**

Name	Kristina Lewis, Contract Administration Manager
Address	11126 McCormick Road Hunt Valley, MD 21031-1494
Telephone	800-316-2830
Fax	410-527-0005
E-mail	bid@tessco.com

**Participating Entity**

Name	Jim Barnhart, Deputy Commissioner, Commonwealth Office of Technology (COT)
Address	101 Cold Harbor Drive, Frankfort, KY 40601
Telephone	(502) 564-7777
Fax	
E-mail	jim.barnhart@ky.gov

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**10. Subcontractors:**

All [contractor] dealers and resellers authorized in the Commonwealth of Kentucky, as shown on the dedicated [contractor] (WSCA) website, are approved to provide sales and service support to participants in the WSCA Master Price Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

**11. Purchase Order Instructions:**

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA Contract # 1907" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount and itemized list of accessories. Please channel your PO through the Contractor so they can arrange for proper ordering of your item(s).

**12. Orders should be made out to TESSCO Incorporated.**

**13. Price Agreement Number:**

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **MA 758 1300000563** and the Lead State price agreement number: 1907.

**14. This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) 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 Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or**

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MA 758 130000563**

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additional terms within the Participating State.

- 15. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.**

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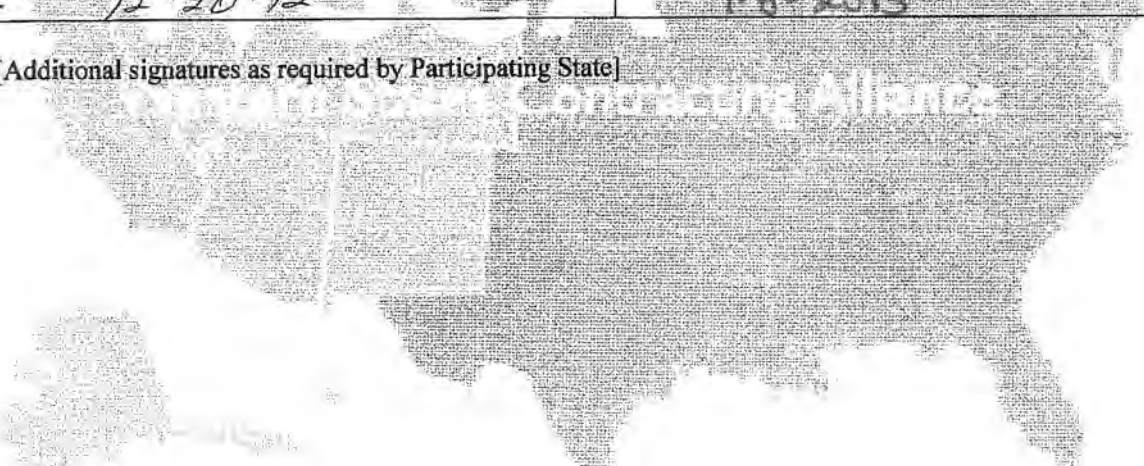
And

[The Commonwealth of Kentucky]  
(hereinafter "Participating State")  
MA 758 130000563  
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date by both parties below.

Participating Commonwealth: <b>Commonwealth of Kentucky</b>	Contractor: <b>Tessco</b>
By: <i>Steve Buckel</i>	By: <i>Cynthia L. King</i>
Name: <i>Commissioner</i>	Name: <i>Cynthia L. King</i>
Title:	Title: <i>Vice President</i>
- <i>12-20-12</i>	<i>1-8-2013</i>

[Additional signatures as required by Participating State]



**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**

**PAGE 1 OF 2**

**FOR BIDS AND CONTRACTS IN GENERAL:**

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
  - a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
  - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
  - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
  - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

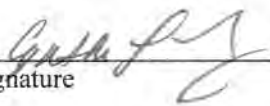
**FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):**

- II. Each contractor further swears and affirms under penalty of perjury, that:
  - a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
  - b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**

- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

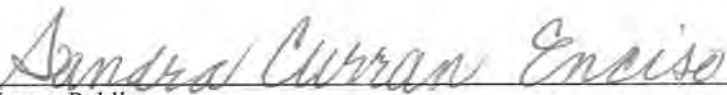
As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

  
Signature  
Vice President  
Title

Cynthia L. King  
Printed Name  
01/07/2013  
Date

Company Name TESSCO Incorporated  
Address 11126 McCormick Road  
Hunt Valley, Maryland 21031

Subscribed and sworn to before me by Cynthia L. King Vice President  
(Affiant) (Title)  
of TESSCO Incorporated this 8<sup>th</sup> day of January, 2013.  
(Company Name)

  
Notary Public

[seal of notary]

My commission expires: 01-16-15

Sandra Curran Enciso  
Notary Public  
Baltimore County, MD