

PARTICIPATING ADDENDUM

(hereinafter "Addendum")

For

NASPO VALUEPOINT PUBLIC SAFETY COMMUNICATION EQUIPMENT

MASTER AGREEMENT NO. 06913

(hereinafter "Master Agreement")

Between

Icom America, Inc.

(hereinafter "Contractor")

and

State of Hawaii

(hereinafter "Participating State")

State of Hawaii, State Procurement Office (SPO) Price List Contract No. 16-07.

This Addendum will add the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number 06913 with Icom America, Inc.

1. Scope:

This Addendum covers NASPO ValuePoint (formerly WSCA-NASPO) Public Safety Communication Equipment led by the State of Washington for use by state agencies and other entities located in the Participating State authorized by the state's statutes to utilize state contracts.

2. Participation:

All jurisdictions located within the State of Hawaii, which have obtained prior written approval of its respective Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the nonprofit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity.") Issues of interpretation and eligibility for participation are to be determined solely by the Administrator of the SPO.

3. Changes:

A. Usage Reports: Contractor shall submit a quarterly State of Hawaii gross sales report to the Participating State contact person listed in Paragraph 5, below, (or as amended), in accordance with the following schedule:

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The quarterly report shall be subtotaled by each Participating Entity. The quarterly report shall also include any adjustments from prior periods.

- B. The validity of this Addendum, any of its terms or provisions, as well as the rights and duties of the parties to this Addendum, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.
- C. Inspection of Facilities. Pursuant to HRS §103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of the Master Agreement and this Addendum.
- D. Campaign Contributions. The Contractor is notified of the applicability of HRS §11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the Contractor is paid with funds appropriated by the Hawaii State Legislature.
- E. Purchase under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.
- F. The State of Hawaii's purchasing card (pCard) is required to be used by Participating State's executive departments/agencies, (excluding the Department of Education, the Hawaii Health Systems Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order.

Contractor shall forward original invoice(s) directly to the ordering agency. General excise tax shall not be applied to the delivery charge.

Pursuant to HRS §103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS §103-10.

- G. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.
 - 1. Chapter 237, General Excise Tax Law;
 - 2. Chapter 383, Hawaii Employment Security Law;
 - 3. Chapter 386, Workers' Compensation;
 - 4. Chapter 392, Temporary Disability Insurance;
 - 5. Chapter 393, Prepaid Health Care Act; and
 - 6. Certificate of Good Standing for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

4. Lease Agreements:

Leasing is not authorized by this Addendum.

5. Primary Contact:

The primary contact individuals for this Addendum are as follows (or their named successors):

Participating State

Name: Stanton Mato
Address: State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, HI 96813
Telephone: (808) 586-0566
Fax: (808) 586-0570
E-Mail: stanton.d.mato@hawaii.gov

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

6. Subcontractors:

Subcontractors are allowed under this Addendum.

7. Purchase Order and Payment Instructions:

All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number: SPO Price List Contract No. 16-07 and the NASPO ValuePoint Master Agreement Number 06913.

- Purchase Orders and Payments shall be made to Icom America, Inc. or authorized subcontractors, if any.

8. Participating Entity as Individual Customer:

Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to

