

STATE OF MONTANA TERM CONTRACT

Department of Administration
 State Procurement Bureau
 165 Mitchell Building
 PO Box 200135
 Helena, MT 59620-0135
 Phone: (406) 444-2575 Fax: (406) 444-2529
 TTY Users-Dial 711
<http://sfsd.mt.gov/>

Title: NASPO Public Safety Communication Equipment Radios

CONTRACT TERM	FROM	April 1, 2015	CONTRACT STATUS	NEW: ()
	TO	June 30, 2018		RENEW: (1 st renewal, third year)
VENDOR ADDRESS	Harris RFCD 221 Jefferson Ridge Parkway Lynchburg, VA 24501		ORDER ADDRESS	
ATTN:	Thomas Clair		ATTN:	
PHONE:	(434) 485-7967		PHONE:	
FAX:			FAX:	
E-MAIL:	tclair01@harris.com		E-MAIL:	

PRICES: Per Attached Link <http://www.naspovaluepoint.org/#/contract-details/28/overview/general>
 F.O.B. Per Attached Link <http://www.naspovaluepoint.org/#/contract-details/28/overview/general>
 DELIVERY: Per Attached Link <http://www.naspovaluepoint.org/#/contract-details/28/overview/general>
 TERMS: 30 days Net

REMARKS: Current pricing schedules may be viewed by going to: <http://www.naspovaluepoint.org/#/current-contracts/search?term=public>

IFB/RFP NO.:



Rhonda Grandy, Contracts Officer

Date: November 17, 2016

AUTHORIZED SIGNATURE

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
Public Safety Communications Equipment - Radios
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
HARRIS RFCD
Master Agreement No: 02702
(hereinafter "Contractor")

And

State of Montana
(hereinafter "Participating State/Entity")

Page 2 of 4

CHOICE OF LAW AND VENUE: Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (18-1-401, MCA.)

HOLD HARMLESS/INDEMNIFICATION: Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-318(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

4. Lease Agreements: [Insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement.]

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Page 3 of 4

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Thomas Clair
Address	221 Jefferson Ridge Parkway Lynchburg, VA 24501
Telephone	434-485-7967
Fax	
E-mail	tclair01@harris.com

Participating Entity

Name	Jeanne Lake
Address	PO BOX 200135 Helena MT 59620-0135
Telephone	406-444-0110
Fax	406-444-2529
E-mail	jeannelake@mt.gov

5. Subcontractors:

All [contractor] dealers/resellers/distributors authorized in the State of Montana, as shown on the NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer's/resellers/distributors participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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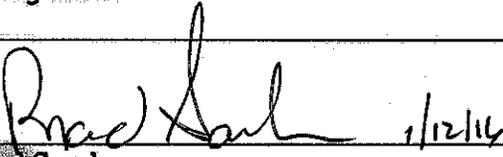
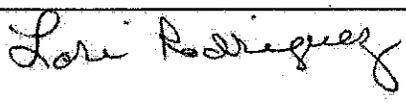
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Page 4 of 4

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

Participating State:	Contractor:
By: 	By: 
Name: Brad Sanders	Name: Lori Rodriguez
Title: Chief Procurement Officer	Title: Contracts Manager
Date: 12/01/2015	Date: 12/16/15

For questions on executing a participating addendum, please contact:

WSCA-NASPO	WSCA-NASPO
Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@wsca-naspo.org

**[Please email fully executed PDF copy of this document to
 PA@wsca-naspo.org to support documentation of participation and
 posting in appropriate data bases]**