

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://www.mt.gov/doa/gsd>

T.C. #:02702

Title: WESTERN STATES CONTRACTING ALLIANCE
Public Safety Communications Equipment
This is a non-exclusive contract.

| | | | | |
|----------------|--|------------------|-----------------|-------------|
| CONTRACT TERM | FROM | October 30, 2003 | CONTRACT STATUS | NEW () |
| | TO | October 29, 2013 | | RENEW (X) |
| VENDOR ADDRESS | Kenwood USA Corporation PO BOX 22745 Long Beach CA 90801 | | ORDER ADDRESS | |
| ATTN: | Barry Morris | | ATTN: | |
| PHONE: | (800) 752-0986 X8280 | | PHONE: | |
| FAX: | (310) 761-8246 | | FAX: | |
| E-MAIL: | bmorris@kenwoodusa.com | | E-MAIL: | |

PRICES: PER MASTER WSCA CONTRACT. Current Pricing Schedule may be viewed by visiting the following WSCA site: <http://www.aboutwsca.org>

DELIVERY: PER MASTER WSCA CONTRACT

F.O.B.: N/A

TERMS: NET 30 DAYS

REMARKS: Current pricing schedules may be viewed by going to www.aboutwsca.org, clicking on "current contracts", scroll down to Public Safety Communication Equipment and click on the State of Washington's website: <https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=02702>

WSCA

JEANNIE LAKE, Contracts Officer

Date: 9/30/11

AUTHORIZED SIGNATURE

Public Safety Communication Equipment

This document represents an overview of the Western States Contracting Alliance Public Safety Communication Equipment. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

1.0 BACKGROUND

The State of Montana is a member of the Western States Contracting Alliance (WSCA), which establishes the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of cooperative procurement conducted by the State of Washington on behalf of WSCA.

2.0 PURPOSE

The purpose of this contract is provide state agencies and all registered cooperative purchasing organizations with an expedited means of obtaining Public Safety Communication Equipment.

3.0 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

4.0 LIAISON

The primary contractor contact for this participating addendum is as follows:

Contractor Liaison:

Barry Morris
Kenwood USA Corporation
PO BOX 22745
Long Beach CA 90801

State Liaison:

Jeannie Lake, Contracts Officer
State of Montana, General Services Division, State Procurement Bureau
125 N. Roberts, Mitchell Bldg., Room 165
Helena, MT 59620
Phone: 406-444-0110
Fax: 406-444-2529
Email: JeannieLake@mt.gov

Public Safety Communication Equipment

5.0 ORDERING PROCEDURE

In accordance with the terms of the contract, an agency purchase order must be issued to the authorized supply point for all required products. The purchase order must reference the contract number WSCA 02702 and identify all items desired, the purchase order date, the delivery date, shipping locations and prices.

6.0 CONTRACT TERM

This contract shall take effect on October 30, 2003 and terminate on October 29, 2013. (Mont. Code Ann. § 18-4-313.)

7.0 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of five years.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
PUBLIC SAFETY COMMUNICATIONS EQUIPMENT CONTRACTS
Administered by the State of Washington (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT
Kenwood USA Corporation
Washington Contract Number: 02702
(hereinafter "Contractor")
And
State of Montana
(hereinafter "Participating Entity")**

Page 1 of 4

1. **Scope:** This addendum covers the WSCA Public Safety Communications Equipment Contracts lead by the State of Washington, for members of WSCA or NASPO, for use by agencies and other entities located in the Participating Entity authorized by that state's statutes to utilize its contracts.

2. **Participation:** Use of specific WSCA or NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state 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.

3. **Participating Entity Modifications or Additions to Master Price Agreement:**

State Participation: All governmental entities within the State of Montana and all registered Cooperative Purchasing Organizations are authorized to purchase products and services under the terms and conditions of the referenced Master Price Agreement. Entities are subject to all applicable state standards, policies, and procurement law, including the Montana Information Technology Act.

Reporting and Fees: Contractor shall provide the State of Montana quarterly utilization reports for all purchasing activity during same period as the MPA.

Access to Records: The Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records required to be made available by 18-1-118 MCA, in order to determine compliance with this Addendum.

Assignment, Transfer and Subcontracting: The Contractor shall not assign, transfer or subcontract any portion of this participating addendum without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

Compliance with Laws: The Contractor shall, in performance of work under this participating addendum, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform under this addendum will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under this Addendum.

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Page 2 of 4

Technology Access for Blind or Visually Impaired: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.).

Purchase Approvals: All Information Technology Resources, including hardware, software, and associated services and infrastructure used to store or transmit information in any form, including voice, video, and electronic data, must be approved, as specified herein, by the Information Technology Services Division (ITSD) of the Department of Administration, except as provided in Section 2-17-516, MCA. Non-State agencies are not required to obtain this approval.

Compliance with State Plans: The Contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

4. Lease Agreements:

Leasing of covered equipment is authorized under this Addendum if offered by the manufacture. State agencies cannot enter a lease agreement under this Addendum without prior review and approval of said lease by the State Procurement Bureau.

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

Lead State Contract Administrator

Name: Robert Paulson, Jr
Address: Department of General Administration, Office of State Procurement
210 11th Ave SW Rm 201, PO Box 41017
Olympia, WA 98504-1017
Voice: (360) 902.7436
Fax: (360) 586.2426
E-mail: robert.paulson@ga.wa.gov

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Page 3 of 4

Contractor

**Name: Barry Morris
Address: P.O. Box 22745, Long Beach, CA 90801
Voice: 800-752-0986 x8280
Fax: 310-761-8246
E-mail: bmorris@kenwoodusa.com**

Participating Entity

**Name: Robert Oliver
Address: 125 N. Roberts St., Room 165, Helena, MT 59601
Telephone: (406) 444-0110
Fax: (406) 444-2529
E-mail: roliver@mt.gov**

6. Subcontractors:

The following subcontractor(s) (dealers, resellers, VARs, partners, distributors, etc.) are authorized to provide goods and/or services under the Participating Addendum:

See Master Price Agreement under Kenwood USA Corporation at <https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=02702> for a list of authorized dealers by state.

All Contractor's dealers, resellers, VARs, partners, distributors authorized by the Contractor to do business in the Participating Entity, as shown on the dedicated Contractor website for this Contract, are approved to provide sales and service support to participants in the WSCA Master Pricing Agreement. Participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA Contract #02702" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, monthly payment (if appropriate), itemized list of items being purchased, & rates of the service being used

8. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: WSCA 02702 and the Lead State price agreement number: 02702.

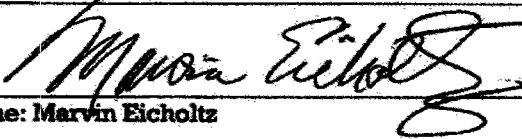

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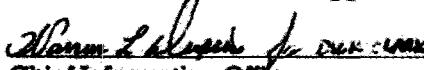
Page 4 of 4

This Participating Addendum and the Master Price Agreement number 02702 (administered by the State of Washington) 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 additional terms within the Participating State.

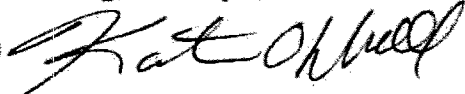
IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

| | |
|---|--|
| Participating Entity: State of Montana | Contractor: Kenwood USA Corporation |
| By:  | By:  |
| Name: Marvin Eicholtz | Name: Barry Morris |
| Title: Administrator | Title: Public Safety Sales Manager |
| Date: | Date: 12/30/10 |

Chief Information Officer Approval:


 Dawn L. Smith, Chief Information Officer
 Department of Administration
 23 DEC 2010 (Date)

Acknowledgement by WSCA/NASPO:

By: 
 Name: Kathryn Offerdahl or Paul Stembler
 Date: 1/3/11