



State of Idaho

### CHANGE ORDER - 01

#### Change Order Summary

**Purchase Order Name:** NEC/Phase II  
**Purchase Order Number:** PADD18200017  
**Contract Number:**  
**Revision Number:** 01  
**Change Order Date:** June 29, 2018  
**Service Start Date:** July 1, 2018  
**Service End Date:** June 30, 2019  
**Submitted By:** Danny Downen

#### Supplier

Allie Tilley  
 NEC Corp of America  
 725 S Hualapai Way  
 Las Vegas, NV 89145  
**Phone:** 469-251-6824-  
**Fax:** 214-262-3685

**Email:** allie.tilley@necam.com

#### Bill To Address

DOP - Various State Agencies  
 State of Idaho  
 Various Locations  
 See Below for Details  
 on Specific Locations  
 Various, Idaho 83702  
**Phone:** 208-327-7465  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

#### Payment Details

**Payment Method:** Invoice

#### Shipping Details

**Delivery Date:** June 30, 2019  
**Shipping Method:** Delivery  
**Shipping Instructions:**  
**Ship FOB:** Destination

#### Ship To Address

DOP - Various State Agencies  
 State of Idaho  
 Various Locations  
 See Below for Details  
 on Specific Locations  
 Various, Idaho 83702  
**Phone:** 208-327-7465  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

#### Item Type Details

**Item Type:**

**Payment Terms:** NET30

**Item Type:** Supplemental  
**Data:**

**Additional Information**

<b>Change Order Summary</b>			
<b>Item</b>	<b>Data Changed</b>	<b>Old Value</b>	<b>New Value</b>
Header Attachment	Attachment gets deleted	PADD18200017.pdf	
Header Attachment	Attachment gets Added		Scanned from a Xerox Multifunction Printer.pdf
Buyer Defined Field	Supplemental Data Field "Service Start Date" gets changed	07/31/2017	07/01/2018
Buyer Defined Field	Supplemental Data Field "Service End Date" gets changed	06/30/2018	06/30/2019
Buyer Defined Field	Supplemental Data Field "General Instructions" gets changed	<p>NOTICE OF STATEWIDE CONTRACT (PADD) AWARD</p> <p>This PADD is for Microwave Radios pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Washington Agreement No. 05715. This PADD is for the benefit of State of Idaho agencies, institutions, and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Agreement on an as needed basis for a period noted above, ending June 30, 2018, unless extended, renewed, or terminated earlier.</p> <p>PADD Title: Public Safety Communication Equipment 2016-2021 - Phase Two</p> <p>PADD Usage Type: Mandatory Use</p>	

		<p>Public Agency Clause: Yes</p> <p>PADD Administrator: Daniel Downen</p> <p>Phone Number: 208-332-1605</p> <p>Fax Number: 208-327-7320</p> <p>Email: daniel.downen@adm.idaho.gov</p> <p>Contractor's Primary Contact: Matthew Engelmann</p> <p>Address: 3929 W. John Carpenter Freeway, Irving, TX 75063</p> <p>Phone Number: 214.262.6027</p> <p>Email: matthew.engelmann@necam.com</p> <p>CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.</p> <p>QUANTITIES: The State of Idaho, Division of Purchasing, can only give an approximation of the monthly unit price and will not be held responsible for figures given in this document.</p>	
<p>Item Unit Price</p>	<p>Unit Price changed on Line Item <b>This Participating Addendum (PADD) covers the Public Safety Communications contract issued by the State of Washington to NEC Corporations of America (Master Agreement No. 05715) for use by</b></p>	<p>800000.000000</p>	<p>300000.000000</p>

	state agencies and other entities located in the State of Idaho.		
Line Item DeliverByDate	Need by Date changed on Line Item This Participating Addendum (PADD) covers the Public Safety Communications contract issued by the State of Washington to NEC Corporations of America (Master Agreement No. 05715) for use by state agencies and other entities located in the State of Idaho.	Jun 30 2018 6:00PM	Jun 30 2019 6:00AM
Item Total Amount	Total Amount changed on Line Item This Participating Addendum (PADD) covers the Public Safety Communications contract issued by the State of Washington to NEC Corporations of America (Master Agreement No. 05715) for use by state agencies and other entities located in the State of Idaho.	800000.00	300000.00

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
1.00	0	LO	#1	This Participating Addendum (PADD)	91365	300,000.00	\$0.00	\$300,000.00

covers the Public Safety Communications contract issued by the State of Washington to NEC Corporations of America (Master Agreement No. 05715) for use by state agencies and other entities located in the State of Idaho. 🇺🇸

**Special Instructions:** Ship to and Bill to instructions will be provided by each ordering state agency.

**Internal Comments:**

**TOTAL: (USD)** \$300,000.00

**Signature :**



**Signed By :**

Daniel Downen

[Show Attachments](#)

## State of Idaho

## Participating Addendum

## Purchase Order Summary

Purchase Order Name: NEC/Phase II  
 Purchase Order Number: PADD18200017  
 Contract Number:  
 Purchase Order Date: July 31, 2017  
 Service Start Date: July 31, 2017  
 Service End Date: June 30, 2018  
 Submitted By: Danny Downen

## Supplier

Allie Tilley  
 NEC Corp of America  
 725 S Hualapai Way  
 Las Vegas, NV 89145  
 Phone: 469-251-6824-

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Mail Stop: DOP - Various Locations

## Payment Details

Payment Method: Invoice

Payment Terms: NET30

## Shipping Details

Delivery Date: June 30, 2018

Shipping Method: Delivery

Shipping Instructions:

Ship FOB: Destination

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Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

## Item Type Details

Item Type:

Item Type  
 Supplemental  
 Data:

## Additional Information

## Instructions

## NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This PADD is for Microwave Radios pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Washington Agreement No. 05715. This PADD is for the benefit of State of Idaho agencies, institutions, and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Agreement on an as needed basis for a period noted above, ending June 30, 2018, unless extended, renewed, or terminated earlier.

PADD Title: Public Safety Communication Equipment 2016-2021 - Phase Two

PADD Usage Type: Mandatory Use

Public Agency Clause: Yes

PADD Administrator: Daniel Downen

Phone Number: 208-332-1605

Fax Number: 208-327-7320

Email: daniel.downen@adm.idaho.gov

Contractor's Primary Contact: Matthew Engelmann

Address: 3929 W. John Carpenter Freeway, Irving, TX 75063

Phone Number: 214.262.6027

Email: matthew.engelmann@necam.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing, can only give an approximation of the monthly unit price and will not be held responsible for figures given in this document.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
1.00	0	LO	#1	This Participating Addendum (PADD) covers the Public Safety Communications contract issued by the State of Washington to NEC Corporations of America (Master Agreement No. 05715) for use by state agencies and other entities located in the State of Idaho. 🇺🇸	91365	800,000.00	\$0.00	\$800,000.00

Special Instructions: Ship to and Bill to instructions will be provided by each ordering state agency.

Internal Comments:

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TOTAL: (USD)      \$800,000.00

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Signature : \_\_\_\_\_

Signed By :



**PARTICIPATING ADDENDUM  
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM  
Public Safety Communication Equipment 2016-2021 – Phase Two  
Administered by the State of Washington (hereinafter “Lead State”)**

Master Agreement  
NEC Corporation of America  
Washington Contract No: 05715  
(hereinafter “Contractor”)

And

State of Idaho Department of Administration Division of Purchasing  
(hereinafter “Participating State”)

1. **Scope:** This Participating Addendum (PADD) covers the purchase of public safety communication equipment led by the State of Washington (Master Agreement No. 05715) for use by state agencies and other entities located in the State of Idaho, as provided below. This PADD is limited to NEC Corporation of America products under the awarded following category:

**Microwave Radios**

2. **Participation:** Use of NASPO ValuePoint (formerly “WSCA” or “WSCA-NASPO”) cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state’s statutes to use state contracts are subject to the prior 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.

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other “Public Agencies,” as defined by Idaho Code, Section 67-2327. The Ordering Entity will issue individual releases (orders) against this PADD on an as needed basis for the period noted above. “Public Agency” means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

**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 PADD, 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.

3. Term: This PADD will be effective on the date of last signature, below, and continue through **June 30, 2018**, unless extended, renewed or terminated earlier.

4. Participating State Modifications or Additions to Master Agreement: Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

- 4.1 Assignment: No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State (Idaho Code Section 67-9230).
- 4.2 Amendments: Amendments to the Master Agreement will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) calendar days of the date of the amendment, in order to be effective.
- 4.3 Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).
- 4.4 Administrative Fee and Quarterly Usage Report: The prices to be paid by the Participating (Ordering) Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

*For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit  $\$10,000 \times 0.0125 = \$125$  to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor will furnish detailed usage reports as designated by the State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at <http://purchasing.idaho.gov/form2.html>. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher

Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters):

Fee and Report Due:

1<sup>st</sup> Quarter July 1 - Sept 30  
2<sup>nd</sup> Quarter Oct 1 - Dec 31  
3<sup>rd</sup> Quarter Jan 1 - Mar 31  
4<sup>th</sup> Quarter Apr 1 - Jun 30

October 31st  
January 31st  
April 30<sup>th</sup>  
July 31<sup>st</sup>

E-mail your completed Quarterly Summary Usage Reports to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

5. Primary Contacts: The primary contact individuals for this PADD are as follows:

Lead State

Name	Neva Peckham, WA State Dept. of Enterprise Services
Address	PO Box 41411, Olympia, WA 98504-1411
Telephone	360.407.9411
Fax	
E-mail	Neva.peckham@des.wa.gov

Contractor - Administrative

Name	Mary R McCollum
Address	3929 W John Carpenter Freeway, Irving, TX 75063
Telephone	(214) 262-5530
Fax	NA
E-mail	Mary.mccollum@necam.com

Contractor – Ordering/Purchasing Contact

Name	Matthew Engelmann
Address	3929 W John Carpenter Freeway, Irving, TX 75063
Telephone	(214) 262-6027
Fax	NA
E-mail	Matthew.Engelmann@necam.com

Participating State

Name	Daniel Downen III, Division of Purchasing
Address	650 W. State Street, Boise ID 83720
Telephone	208-332-1605
Fax	208.327.7320
E-mail	<a href="mailto:daniel.downen@adm.idaho.gov">daniel.downen@adm.idaho.gov</a>

6. Subcontractors: The Contractor shall provide a list of authorized subcontractors, dealers, or


distributors that are able to provide product and/or services to the State of Idaho. The State shall make determinations about which entities the Contractor authorizes as subcontractors, dealers, or distributors that may support the State. State authorized subcontractors, dealers, or distributors will be listed and maintained by the State on the State of Idaho website, [http://purchasing.idaho.gov/statewide\\_contracts.html](http://purchasing.idaho.gov/statewide_contracts.html). The State reserves the right to add or remove any subcontractors, dealers, or distributors as needed throughout the life the participating addendum.

7. **Orders:** Any Order placed by a Participating (Ordering) 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. All orders placed by Ordering Entities within the state of Idaho must include the Participating State contract number: **PADD18200017** as well as the Lead State Master Agreement No. **05715**.

8. **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.

9. **Entire Agreement:** This PADD and the Master Agreement No. 05715, 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. The terms and conditions of this PADD shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Agreement, as to the Participating State, and shall otherwise have no impact on the Master Agreement and its exhibits.

The parties have executed this PADD as of the date of the last signature below.

Participating State: <b>State of Idaho</b>	Contractor: <b>NEC Corporation of America</b>
By: <i>Janet Downer</i>	<i>Matthew Engelmann</i> <small>Matthew Engelmann (Jul 27, 2017)</small>
Name: 	Name: <b>Matthew Engelmann</b>
Title: <i>Purchasing officer</i>	Title: <b>Vice President</b>
Date: <i>7-27-17</i>	Date:



## THE STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES

### IN CONJUNCTION WITH

### NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM

### MASTER AGREEMENT NUMBER 05715

### FOR

### PUBLIC SAFETY COMMUNICATIONS SUPPORT EQUIPMENT

This Master Agreement ("Master Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and NEC Corporation of America, a Nevada corporation ("Contractor") and is dated and effective as of July 1, 2016.

#### RECITALS

- A. Pursuant to RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish Master Agreements for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. Pursuant to RCW 39.26.050, Washington, in conjunction with NASPO ValuePoint Cooperative Purchasing Program (NASPO ValuePoint) developed an RFP for Public Safety Communications Support Equipment.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Request for Proposal No. 05715 dated October 5, 2016 regarding Public Safety Communications Support Equipment.
- D. Enterprise Services and the NASPO ValuePoint Sourcing Team, comprised of procurement professionals and technical experts in multiple states, evaluated all responses to the Request for Proposal and identified Contractor as an apparent successful bidder.
- E. Enterprise Services and the NASPO ValuePoint Sourcing Team have determined that entering into this Master Agreement will meet the identified needs and be in the best interest of eligible purchasers.
- F. The purpose of this Master Agreement is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

#### AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Master Agreement is sixty (60) months, commencing July 1, 2016 and ending June 30, 2021.

2. **ELIGIBLE PURCHASERS.** Use of specific NASPO ValuePoint cooperative Master Agreements by members of the NASPO ValuePoint Purchasing Cooperative Program, a unified, nationally-focused cooperative purchasing program made up of all 50 states, the District of Columbia, US Territories and other Participating Entities (including cooperatives) authorized by 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 respective State Chief Procurement Official.
3. **SCOPE – INCLUDED GOODS/SERVICES AND PRICE.**
  - 3.1. **CONTRACT SCOPE.** Pursuant to this Master Agreement, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Goods/Services for the prices set forth in Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Master Agreement that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Goods/Services*.
  - 3.2. **STATE'S ABILITY TO MODIFY SCOPE OF MASTER AGREEMENT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Agreement.
  - 3.3. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Master Agreement, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services*.
  - 3.4. **MASTER AGREEMENT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Master Agreement, including scope and pricing, to eligible Purchasers.
4. **MASTER AGREEMENT ORDER OF PRECEDENCE.**

Any Order placed under this Master Agreement shall consist of the following documents:

  - a. Purchase Order issued against the Master Agreement;
  - b. A Participating Entity's Participating Addendum ("PA");
  - c. NASPO ValuePoint Master Agreement (MA)
5. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Agreement and at the time any order is placed pursuant to this Master Agreement. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
  - 5.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes.
  - 5.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States
  - 5.3. **QUALITY OF GOODS OR SERVICES.** Contractor warrants that all materials, supplies, services and/or equipment provided under this Contract shall be free of defects, fit for the purpose(s) for which intended, merchantable, and shall conform to the requirements and specifications herein. Acceptance of any materials, supplies, service and/or equipment, and inspection incidental thereto, by the Purchaser shall not alter or affect the obligations of the Contractor or the rights of the Purchaser.

- 5.4. **SYSTEM FAILURE OR DAMAGE.** In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.
  - 5.5. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
  - 5.6. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Agreement, Contractor shall maintain an accurate profile in WEBS.
  - 5.7. **MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Agreement with eligible Purchasers and to ensure that those entities that utilize this Master Agreement are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
  - 5.8. **MASTER AGREEMENT TRANSITION.** Contractor represents and warrants that, in the event this Master Agreement or a similar contract, is transitioned to another contractor (e.g., Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.
- 6. USING THE MASTER AGREEMENT – PURCHASES.**
- 6.1. **ORDERING REQUIREMENTS.**
    - a. Purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
    - b. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.
    - c. All Orders pursuant to this Master Agreement, at a minimum, shall include:
      - (1) The services or supplies being delivered;
      - (2) The place and requested time of delivery;
      - (3) A billing address;
      - (4) The name, phone number, and address of the Purchasing Entity representative;
      - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
      - (6) A ceiling amount of the order for services being ordered; and
      - (7) The Master Agreement identifier.
    - d. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
    - e. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

f. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

6.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Agreement, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:

a. Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.

b. Contractor shall ship all goods and/or services purchased pursuant to this Master Agreement, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.

c. All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Agreement shall be identified by the Master Agreement number set forth on the cover of this Master Agreement and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

6.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. The Purchaser's inspection of all materials, supplies and equipment upon delivery is for the purpose of forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for acceptance. Such inspection shall not be construed as final acceptance, or as acceptance of the materials, supplies or equipment, if the materials, supplies or equipment does not conform to contractual requirements.

If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the Purchaser will promptly notify the Contractor. Without limiting any other rights, the Purchaser may require the Contractor to: (1) repair or replace, at Contractor's expense, any or all of the damaged goods; (2) refund the price of any or all of the damaged goods; or (3) accept the return of any or all of the damaged goods.

6.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

7. PRICE AND RATE GUARANTEE PERIOD. All prices and rates must be guaranteed for the term of the Master Agreement.

## 8. INVOICING & PAYMENT.

8.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

a. Master Agreement No.05715

b. Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)

c. Contractor's Federal Tax Identification Number

d. Date(s) of delivery

e. Invoice amount; and



f. Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Agreement prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 8.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 8.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 8.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Agreement.
- 8.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 8.6. **TAXES/FEEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Agreement and applicable in each participating state. Failure to do so shall constitute breach of this Master Agreement.

## 9. CONTRACT MANAGEMENT.

- 9.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Agreement. Enterprise Services' contract administrator shall provide Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Agreement. The parties may change contractor administrators by written notice, as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Neva Peckham  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Tel: (360) 407-9411  
Email: [neva.peckham@des.wa.gov](mailto:neva.peckham@des.wa.gov)

**Contractor**

Attn: Mary R. McCollum  
3929 W. John Carpenter Fwy  
Irving, TX 75063  
Tel: (214) 262-5530  
Email: [Mary.McCollum@necam.com](mailto:Mary.McCollum@necam.com)

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 9.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Agreement.
- 9.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**  
Attn: Legal Services Manager  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Email: [greg.tolbert@des.wa.gov](mailto:greg.tolbert@des.wa.gov)

**Contractor**  
Attn: Legal/Contracts Department  
3929 W. John Carpenter Fwy  
Irving, TX 75063  
Tel: (214) 262-2000  
Email: [Necam.contracts@necamc.om](mailto:Necam.contracts@necamc.om)

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

**10. NASPO VALUEPOINT eMARKET CENTER.** Contractor will cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a punch-out catalog. Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

- a. Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract.
- b. The accuracy of the catalog must be maintained by Contractor throughout the duration of the Master Agreement.
- c. The Catalog must include a Lead State contract identification number.
- d. The Catalog must include detailed product line item descriptions.
- e. The Catalog must include pictures when possible.
- f. The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements.
- g. Order Acceptance Requirements. Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchase Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.
- h. UNSPSC Requirements. Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting Master Agreement must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.
- i. Applicability. Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any Contractor's catalog from the eMarket Center.

- j. **Current Participation.** Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces; these Participating Entities enable certain NASPO ValuePoint Cooperative Master Agreement. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Master Agreement (available through the eMarket Center) and publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the Contractor agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

**11. NASPO VALUEPOINT MASTER AGREEMENT CONTRACT ADMINISTRATIVE FEE.** The Master Agreement is subject to a NASPO ValuePoint Administration Fee. Contractor has included this fee in Contract pricing and will not list it as a separate line item on its invoices to Purchasers/Purchasing Entities. The Contractor will collect the fees and distribute the fees to NASPO ValuePoint Cooperative Purchasing Organization (or its assignee), as outlined below.

The NASPO ValuePoint Administration Fee will be one-quarter of one percent (0.25% or 0.0025) on all purchases made under authority of the Master Agreement. Purchases are defined as total invoice price less any applicable sales tax. No taxes will be assessed against this NASPO ValuePoint Administration Fee.

The NASPO ValuePoint Administrative Fee shall be paid within sixty (60) days after the end of the calendar quarter. It is the Contractor's responsibility to calculate and remit the administrative fee since NASPO ValuePoint does not issue an invoice for this fee. Contractor shall indicate the Master Agreement number 05715 and include with the remittance, a quarterly sales report by NASPO ValuePoint Contract participant. The administrative fee shall be paid to:

NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION  
PROGRAM MANAGER  
201 EAST MAIN STREET, SUITE 1450  
LEXINGTON, KY 40507

In addition to the NASPO ValuePoint Administration Fee as stated above, some states may require an additional fee be paid directly to the state on purchases made by purchasing entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasers within the jurisdiction of the state. All such agreements may not affect the NASPO ValuePoint Administrative Fee or the prices paid by the purchasers outside the jurisdiction of the state requesting the additional fee.

**12. NASPO VALUEPOINT MASTER AGREEMENT SALES REPORTS.** In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (5) Purchasing Entity and Contractor Purchase Order identifier/number(s); (6) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (7) Purchase Order date; (8) Ship Date; (9) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be

delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is provided as an attachment in Exhibit G.

- c. Report Submission. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

### **13. RECORDS RETENTION & AUDITS.**

**13.1 RECORDS RETENTION.** Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of seven (7) years following expiration or termination of this Master Agreement or final payment for any order placed by a Purchaser against this Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

**13.2 AUDIT.** Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of seven (7) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

**14. INSURANCE.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

- b. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

## 15. CLAIMS.

- 15.1 ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Subcontractors, employees and agents in connection with Contractor's operations under this Master Agreement. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Agreement, even if not attributable to negligence by Contractor or its agents.
- 15.2 THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Agreement, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
- 15.3 DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Agreement efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

## 16. CONTRACT SUSPENSION & TERMINATIONS, REMEDIES.

- 16.1. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Agreement immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Agreement. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Agreement, until such obligations have been fulfilled.
- 16.2. DEFAULT. Each of the following events shall constitute default of this Master Agreement by Contractor:
  - a. Contractor fails to perform or comply with any of the terms or conditions of this Master Agreement including, but not limited to, Contractor's obligation to pay contract management fees when due;
  - b. Contractor breaches any representation or warranty provided herein; or
  - c. Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 16.3. REMEDIES FOR DEFAULT.
  - a. Enterprise Services' rights to suspend and/or terminate Contractor's rights under this Master Agreement are in addition to all other available remedies.
  - b. In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Agreement price and the

replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.4. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

16.5. **GOVERNMENTAL TERMINATION.**

a. **Termination for Withdrawal of Authority.** Enterprise Services may suspend or terminate this Master Agreement if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Agreement; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

b. **Termination for Convenience.** Enterprise Services, for convenience, may terminate this Master Agreement; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

16.5.1. **TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Agreement and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination.

16.6. **BREACH OF WARRANTY.** Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchaser) the product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

## 17. COMMERCIAL REQUIREMENTS.

17.1. **OPERATOR MANUAL.** Instruction and maintenance manuals shall be furnished upon request for all delivered Contract equipment. The most current manual must be provided at no cost upon customer request. Manuals shall contain, but not be limited to the following:

- a. A section describing the capability of the equipment.
- b. A section on equipment specifications.
- c. A section describing operating instructions.
- d. A section describing the use of the equipment.
- e. A section describing general maintenance instructions.

- f. A section describing software installation and user guides (if applicable).
- 17.2. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY. The Contractor shall retain all copyright, patent, trade secret and other intellectual property rights Contractor may have in anything created or developed by Contractor for Purchasing Entity under this Agreement. Subject to payment of all compensation due under this Agreement, the Contractor grants Purchasing Entity a nonexclusive, perpetual, nontransferable, royalty-free license to use the Product. Purchasing Entity acknowledges that Contractor either owns or holds a license to use and sublicense various preexisting development tools, routines, subroutines and other programs, data and materials that Contractor may include in the Software developed under this Agreement or that such a license is not required. This material shall be referred to as "Background Technology." To the extent that the Contractor holds or owns a license, Contractor grants Purchasing Entity and Purchasing Entity's end-user, a nonexclusive, perpetual, nontransferable, royalty-free license to use the Background Technology in the Software developed under this Agreement, and all updates and revisions thereto. However, no other commercial use of the Background Technology shall be made.
- 17.3. TITLE OF PRODUCT. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, pledges, mortgages, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

#### **18. GENERAL PROVISIONS.**

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Agreement.
- 18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 18.3. INTEGRATED AGREEMENT. This Master Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 18.5. CANCELLATION. Unless otherwise stated, this Master Agreement may be canceled by either party upon sixty (60) days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.
- 18.6. AUTHORITY. Each party to this Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Agreement and that its execution, delivery, and performance of this Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 18.7. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- 18.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- 18.9. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES.** Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- 18.10. **FEDERAL FUNDS.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.
- 18.11. **PUBLIC INFORMATION.** This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.
- 18.12. **SEVERABILITY.** If any provision of this Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Agreement, and to this end the provisions of this Master Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Agreement.
- 18.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Agreement, nor shall any purported oral modification or rescission of this Master Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 18.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Agreement shall survive and remain in effect following the expiration or termination of this Master Agreement, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.15. **GOVERNING LAW.** This Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- 18.16. **JURISDICTION & VENUE.**
- a. The venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
  - b. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead



State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

- 18.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 18.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Agreement. Each party hereto and its counsel has reviewed and revised this Master Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Agreement. Each term and provision of this Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.
- 18.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Agreement.
- 18.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Agreement in their entirety.
- 18.21. **CAPTIONS & HEADINGS.** The captions and headings in this Master Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Agreement nor the meaning of any provisions hereof.

- 18.22. ELECTRONIC SIGNATURES. A signed copy of this Master Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Agreement or such other ancillary agreement for all purposes.
- 18.23. COUNTERPARTS. This Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

NEC CORPORATION OF AMERICA A NEVADA CORPORATION

By:

A handwritten signature in black ink that reads "Scott Smith". The signature is written in a cursive style with a large, looped initial "S".

Scott Smith

Its: IT Contract Procurement Manager

By: Matthew Engelmann  
Matthew Engelmann (Nov 1, 2016)  
Matthew Engelmann

Its: Vice President

## EXHIBIT A – PRODUCTS/SPECIFICATIONS

### 12. CATEGORY: MICROWAVE RADIOS, Carrier Grade, PACKET data

**Category: Microwave Radios, Carrier Grade, Packet Data** — includes: Point-to-Point digital microwave radio equipment to operate on Part 101 licensed frequencies above 5925 MHz; available in all-indoor or split system, capable of space diversity, fixed or adaptive modulation,; providing native IP with minimum MTU size of 2048, capable of transporting emulated TDM, with high throughput capacity; supporting N+1 hot standby, and/or XPIC, and/or ring redundancy; along with required bandwidth management / routing equipment and software; and with antennas, feedline systems, hardware (which may be from other manufacturers) to provide a complete system.

**Example Product: 6 GHz microwave radio, all-indoor installation, space diversity, providing 150 Mbps data throughput, and 1+1 hot-standby. All antenna system components and hardware, and routing equipment provided by the customer.**

The following specifications and equipment configuration describes requirements for a target product Mission Critical Public Safety Equipment. . It is the Bidder’s responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis.

<b>Manufacturer:</b>	NEC Corporation of America
<b>Product Model Name/Number:</b>	IPASOLINK 250/1+1, split L6G indoor-mount, native IP and native TDM

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	General Description	L6G IAP IPASOLINK 250, 1+1 system, Split system indoor mount, providing 157Mbps payload at 30MHz, 128QAM (198Mbps at 64 byte frame Layer 1, raw data). All antenna system components and hardware, and routing equipment provided by customer. The antenna system component are listed in Appendix N.
1.1	Frequency Range: 5925 – 6425 MHz (Lower 6 GHz band) Plus 11 and 18 GHz Part 101 frequency bands	Fully Comply: 5.8GHz, Lower 6GHz, Upper 6GHz, 11GHz, 18GHz, 23GHz are available
1.2	Radio Type: Packet Data	Fully Comply: Native IP and Native TDM
1.3	Link Throughput: 150 Mb per second data minimum	Fully Comply: up to 620 Mbps at 64 byte frame Layer 1 (60MHz RF at 2048QAM)
1.4	Operate on a 30MHz RF channel, at 128QAM.	Fully Comply: 5, 10, 20, 30, 40, 50, 60 MHz Channels Supported, with fixed/adaptive QPSK, 16QAM, 32QAM, 64QAM, 128QAM, 256QAM, 512QAM, 1024QAM, 2048QAM

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.5	Configuration: All-Indoor Installation	Fully Comply: All indoor supporting L6G, U6G, 11G, and split or all indoor mount supporting 5.8G, L6G, U6G, 11G, 18G, 23G
1.6	Indoor Mounting: Customer supplied standard 19 inch wide — 84 inch tall equipment rack	Noted
1.7	Electrical Power: Customer Supplied -48 VDC	Noted
1.8	Licensing: Bidder to assume coordination and licensing have been successfully completed.	Noted
2.	Technical Standards	
2.1	Frequency Tolerance: per FCC 101.107	Fully Comply
2.2	Channel Bandwidth: per FCC 101.109	Fully Comply
2.3	Emission limitations: per FCC 101.111	Fully Comply
2.4	Transmit Power: per FCC 101.113	Fully Comply
2.5	Operating Environment: per Telcordia GR-63 as applicable	Fully Comply
3.	<b>OPERATIONAL PARAMETERS</b>	
3.1	Transmit RF Power: < 22 dBm optional > 30 dBm	Fully Comply: for L6G All Indoor, 30MHz, 128QAM, TX power is 32.5 dBm. Split mount or all indoor mount IAG is 26 dBm, and IAP is 31 dBm
3.2	Should be Capable of Automatic TX Power Control.	Fully Comply
3.3	Minimum Receive Threshold Level at TX/RX Unit Port: <-65dBm	Fully Comply: for L6G All Indoor, 30MHz, 128QAM, RSL is -71.5, split mount or all indoor mount is -72 dBm
4.	Resiliency and Protection	Fully Comply
4.1	1+1 Hot Standby TX/RX plus Space Diversity	Fully Comply
5.	Network	Fully Comply
5.1	Interface: Copper Gig E Port or Optical Port	Fully Comply
5.2	Monitoring: SNMP Traps	Fully Comply
6.	One (1) set system documentation, operations and service manuals, printed or electronic copy, for use by supporting technician.	Fully Comply
7.	Warranty – Five (5) Years (specify standard warranty and the extended warranty to provide 5 year total warranty coverage that includes all firmware and software updates.)	Fully Comply

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
8.	<b>SHIPPING REQUIREMENTS:</b> F.O.B. Destination Contiguous US F.O.B. Port Non-Contiguous US	Fully Comply

**13. CATEGORY: MICROWAVE RADIOS, Carrier Grade, Native Time division multiplex (TDM)**

**Category: Microwave Radios, Carrier Grade, TDM** — includes: Point-to-Point digital microwave radio equipment to operate on Part 101 licensed frequencies above 5925 MHz; available in all-indoor or split system , capable of space diversity, fix or adaptive modulation; providing native TDM interface with high throughput capacity; supporting N+1 hot standby, and/or XPIC, and/or ring redundancy; along with required bandwidth management / routing equipment and software; and with antennas, feedline systems, hardware (which may be from other manufacturers) to provide a complete system.

**Example Product: Lower 6 GHz microwave radio, all-indoor installation, space diversity, providing three (3) DS-3 throughput, and 1+1 hot-standby. All antenna system components and hardware, and routing equipment provided by the customer.**

The following specifications and equipment configuration describes requirements for a target product Mission Critical Public Safety Equipment. . It is the Bidder’s responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis.

<b>Manufacturer:</b>	NEC Corporation of America
<b>Product Model Name/Number:</b>	IPASOLINK 650/1+1, split L6G indoor-mount, native IP and native TDM with DS1 and DS3

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	General Description	L6G IAP IPASOLINK 650, 1+1 system, providing four (4) DS-3 ports, Split system indoor mount, providing 157Mbps payload at 30MHz, 128QAM (198Mbps at 64 byte frame Layer 1, raw data). All antenna system components and hardware, and routing equipment provided by customer. The antenna system component are listed in Appendix N.
1.1	Frequency Range: 5925 – 6425 MHz (Lower 6 GHz band) plus 11 and 18 GHz Part 101 frequency bands	Fully Comply: 5.8GHz, Lower 6GHz, Upper 6GHz, 11GHz, 18GHz, 23GHz are available
1.2	Radio Type: Native Time Division Multiplexed (TDM)	Fully Comply: Native IP and Native TDM
1.3	Link Throughput: Three(3) DS-3	Fully Comply: Four (4) DS-3
1.4	Operate on a 30MHz RF channel, at 128QAM.	Fully Comply: 5, 10, 20, 30, 40, 50, 60 MHz Channels Supported, with fixed/adaptive QPSK, 16QAM, 32QAM, 64QAM, 128QAM, 256QAM, 512QAM, 1024QAM, 2048QAM
1.5	Configuration: All-Indoor Installation	Fully Comply: All indoor supporting L6G, U6G, 11G, and split or all indoor mount supporting 5.8G, L6G, U6G, 11G, 18G, 23G
1.6	Indoor Mounting: Customer supplied standard 19 inch wide – 84 inch tall equipment rack	Noted

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.7	Electrical Power: Customer Supplied -48 VDC	Noted
1.8	Licensing: Bidder to assume coordination and licensing have been successfully completed.	Noted
2.	Technical Standards	Noted
2.1	Frequency Tolerance: per FCC 101.107	Fully Comply
2.2	Channel Bandwidth: per FCC 101.109	Fully Comply
2.3	Emission limitations: per FCC 101.111	Fully Comply
2.4	Transmit Power: per FCC 101.113	Fully Comply
2.5	Operating Environment: per Telcordia GR-63 as applicable	Fully Comply
3.	<b>OPERATIONAL PARAMETERS</b>	
3.1	Transmit RF Power: >28 dBm, optional <30 dBm	Fully Comply: for L6G All Indoor, 30MHz, 128QAM, TX power is 32.5 dBm. Split mount or all indoor mount IAG is 26 dBm, and IAP is 31 dBm
3.2	Should be Capable of Automatic TX Power Control.	Fully Comply
3.3	Minimum Receive Threshold Level at TX/RX Unit Port: <-65dBm	Fully Comply: for L6G All Indoor, 30MHz, 128QAM, RSL is -71.5, split mount or all indoor mount is -72 dBm
4.	Resiliency and Protection	Fully Comply
4.1	1+1 Hot Standby TX/RX plus Receive Diversity	Fully Comply
5.	Network	Fully Comply
5.1	Interface: Copper DS-3	Fully Comply
5.2	Monitoring: SNMP Traps	Fully Comply
5.3.	Optional DS-3 to T1 Multiplex	Not comply, the IPASOLINK 650 proposed has both DS1 and DS3 interface, but not the multiplex function.
6.	One (1) set system documentation, operations and service manuals, printed or electronic copy, for use by supporting technician.	Fully Comply
7.	Warranty – Five (5) Years (specify standard warranty and the extended warranty to provide 5 year total warranty coverage that includes all firmware and software updates.)	Fully Comply

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
8.	<b>SHIPPING REQUIREMENTS:</b> F.O.B. Destination Contiguous US F.O.B. Port Non-Contiguous US	Fully Comply



**14. MICROWAVE RADIOS, NETWORK GRADE**

**Category: Microwave Radios, Network Grade— includes: Point-to-Point digital microwave radio equipment to operate on Part 101 licensed frequencies above 5925 MHz; capable of fix or adaptive modulation, RF power above +15 dBm; providing native packet data with high throughput capacity supporting emulated TDM over packet data; minimum MTU size of 2048; integrated or non-integrated antenna systems ; along with required bandwidth management / routing equipment and software; and with antennas, feedline systems, hardware (which may be from other manufacturers) to provide a complete system.**

**Example Product: 11 GHz microwave radio, split indoor-outdoor installation, providing 100 Mbps raw data throughput, non-integrated antenna system. All antenna system components and hardware, and routing equipment provided by the customer.**

The following specifications and equipment configuration describes requirements for a target product Network Grade Public Safety Equipment. It is the Bidder’s responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis

<b>Manufacturer:</b>	NEC Corporation of America
<b>Product Model Name/Number:</b>	IPASOLINK IX, 1+0, split-indoor-outdoor L6G, IP , up to 627Mbps raw data throughput

Item #	Description	Item #
1.	General Description	L6G IPASOLINK IX, split indoor, all-indoor, or all-outdoor installation, providing 12Mbps to 627Mbps raw data throughput
1.1	Frequency Range: 5925-6425 MHz (6 GHz band) 10.7 – 11.7 GHz (11 GHz band)	Fully Comply: L6G, U6G, 11G, 18G, and 23GHz available
1.2	Radio Type: IP Packet	Fully Comply
1.3	Link Throughput: 100 Mb per second raw data	Fully Comply
1.4	Modulation & Bandwidth: as determined by bidder to achieve the specified link throughput	Fully Comply: Channel bandwidth: 7MHz, 28MHz, 57MHz (equivalent to 10MHz, 30MHz, 60MHz) available, Modulation: QPSK, 16QAM, 32QAM, 64QAM, 128QAM, 256QAM, 512QAM, 1024QAM, 2048QAM available. At 28MHz channel bandwidth and 64QAM, the throughput is 135Mbps or 171Mbps raw data throughput.
1.5	Configuration: Split Indoor-Outdoor Installation	Fully Comply
1.6	Indoor Mounting: Customer supplied standard 19 inch wide — 84 inch tall equipment rack	Noted

1.7	Outdoor Mounting: feed location of antenna (antenna make and model shall be specified but not priced to provide equal comparison)	Fully Comply: antenna make and model is listed in the price list (Appendix N)
1.8	Electrical Power: Customer Supplied -48 VDC	Noted
1.9	Licensing: Bidder to assume coordination and licensing have been successfully completed.	Noted
2.	<b>Technical Standards</b>	
2.1	Frequency Tolerance: per FCC 101.107	Fully Comply
2.2	Channel Bandwidth: per FCC 101.109	Fully Comply, Channel bandwidth: 7MHz, 28MHz, 57MHz (equivalent to 10MHz, 30MHz, 60MHz)
2.3	Emission limitations: per FCC 101.111	Fully Comply
2.4	Transmit Power: per FCC 101.113	Fully Comply
2.5	Operating Environment: per Telcordia GR-63 and IEC 60721 class 4M5 IP67 as applicable	Fully Comply
3.	<b>OPERATIONAL PARAMETERS</b>	
3.1	Transmit RF Power: >15 dBm minimum	Fully Comply: 22dBm to 31 dBm
3.2	Should be Capable of Automatic TX Power Control	Fully Comply
4.	<b>Network</b>	
4.1	Interface: Copper Gig E Port or Optical Port	Fully Comply
4.2	Monitoring: SNMP Traps	Fully Comply
5.	One (1) set system documentation, operations and service manuals, printed or electronic copy, for use by supporting technician.	Fully Comply
6.	Warranty – Five (5) Years (specify standard warranty and the extended warranty to provide 5 year total warranty coverage that includes all firmware and software updates.)	Fully Comply
7.	<b>SHIPPING REQUIREMENTS:</b> F.O.B. Destination Contiguous US F.O.B. Port Non-Contiguous US	Fully Comply

**EXHIBIT B – PRICING**

**12. MICROWAVE RADIO, CARRIER GRADE, PACKET DATA**

**Category: Microwave Radios, Mission Critical — includes: Point-to-Point digital microwave radio equipment to operate on Part 101 licensed frequencies above 5 GHz; available in all-indoor or split system , capable of space diversity, fix or adaptive modulation, RF power above +30 dBm; providing native IP, capable of transporting TDM, with high throughput capacity; supporting 1+1 hot standby and/or ring redundancy; along with required bandwidth management / routing equipment and software; and with antennas, feedline systems, hardware (which may be from other manufacturers) to provide a complete system.**

**Example Product: 6 GHz microwave radio, all-indoor installation, space diversity, providing 150 Mbps data throughput, and 1+1 hot-standby. All antenna system components and hardware, and routing equipment provided by the customer.**

<b>Manufacturer:</b>	NEC Corporation of America
<b>Product Model Name/Number:</b>	IPASOLINK 250/1+1, split L6G indoor-mount, native IP and native TDM
<b>Published List Price:</b>	\$16,433.00
<b>Percentage Discount:</b>	50%
<b>Net price:</b>	\$8,219.00
<b>Other Products/Services:</b>	
<b>5 Years Warranty</b>	\$722.00 Net price
<b>Shipping</b>	\$161.00 Net Price

**13. MICROWAVE RADIO, CARRIER GRADE, PACKET DATA**

**Category: Microwave Radios, Mission Critical** — includes: Point-to-Point digital microwave radio equipment to operate on Part 101 licensed frequencies above 5 GHz; available in all-indoor or split system , capable of space diversity, fix or adaptive modulation, RF power above +30 dBm; providing native IP, capable of transporting TDM, with high throughput capacity; supporting 1+1 hot standby and/or ring redundancy; along with required bandwidth management / routing equipment and software; and with antennas, feedline systems, hardware (which may be from other manufacturers) to provide a complete system.

**Example Product: 6 GHz microwave radio, all-indoor installation, space diversity, providing 150 Mbps data throughput, and 1+1 hot-standby. All antenna system components and hardware, and routing equipment provided by the customer.**

<b>Manufacturer:</b>	NEC Corporation of America
<b>Product Model Name/Number:</b>	IPASOLINK 250/1+1, split L6G indoor-mount, native IP and native TDM
<b>Published List Price:</b>	\$16,433.00
<b>Percentage Discount:</b>	50%
<b>Net price:</b>	\$8,219.00
<b>Other Products/Services:</b>	Warranty & Shipping
<b>5 Years Warranty</b>	\$722.00 Net price
<b>Shipping</b>	\$161.00 Net Price

**14. MICROWAVE RADIO, NETWORK GRADE**

**Category: Microwave Radios, Network Grade— includes: Point-to-Point digital microwave radio equipment to operate on Part 101 licensed frequencies above 5925 MHz; capable of fix or adaptive modulation, RF power above +15 dBm; providing native packet data with high throughput capacity supporting emulated TDM over packet data; minimum MTU size of 2048; integrated or non-integrated antenna systems ; along with required bandwidth management / routing equipment and software; and with antennas, feedline systems, hardware (which may be from other manufacturers) to provide a complete system.**

**Example Product: 11 GHz microwave radio, split indoor-outdoor installation, providing 100 Mbps raw data throughput, non-integrated antenna system. All antenna system components and hardware, and routing equipment provided by the customer.**

<b>Manufacturer:</b>	NEC Corporation of America
<b>Product Model Name/Number:</b>	IPASOLINK IX, 1+0, split-indoor-outdoor L6G, IP , up to 627Mbps raw data throughput
<b>Published List Price:</b>	\$5,456.00
<b>Percentage Discount:</b>	50%
<b>Net price:</b>	\$2,731.00
<b>Other Products/Services:</b>	
<b>5 Years Warranty</b>	\$244.00 Net price
<b>Shipping</b>	\$55.00 Net price

EXHIBIT C – BIDDER INFORMATION

APPENDIX D BIDDER INFORMATION AND PROFILE

Bidders shall provide the following required information. Where additional space is needed and/or where specifically requested, submit an additional letter.

1. **Company Name:** NEC Corporation of America  
**Address:** 3929 W John Carpenter Freeway  
**City:** Irving **State:** TX **Zip:** 75063  
**Phone:** 214-262-3672 **FAX (if any):** 214-262-3685  
**Washington State Department of Revenue Registration Tax number:** \_\_\_\_\_  
**Federal Tax ID No.:** 20-0665337  
**Company Internet URL Address (if available):** [http://www.necam.com/service\\_provider/](http://www.necam.com/service_provider/)
2. **Legal Status of the Bidder:**  
**Corporation:** X **Partnership:** \_\_\_\_\_ **Sole Proprietor:** \_\_\_\_\_ **Other:** \_\_\_\_\_
3. **Bidder's Authorized Representative: (Reference Section 4.2 of the Solicitation Document and Section 2.3 of the Model Contract)**  
**Name:** Wally Strader  
**Title:** Vice President, Service Provider Unit  
**Phone:** 214-262-3645 **FAX:** 214-262-3685 **E-mail:** [wally.strader@necam.com](mailto:wally.strader@necam.com)
4. **Orders to be sent to:**  
**Company Name:** NEC Corporation of America , Service Provider Unit  
**Address:** 3929 W John Carpenter Freeway  
**City:** Irving **State:** TX **Zip:** 75063  
**Phone:** 214-262-3672 **FAX (if any):** 214-262-3685 **E-mail:** [SPU-PO@necam.com](mailto:SPU-PO@necam.com)  
**Internet address for company catalog (if available):** Currently in development
5. **Billing will be from:**  
**Company Name:** NEC Corporation of America  
**Address:** 3929 W John Carpenter Freeway  
**City:** Irving **State:** TX **Zip:** 75063  
**Phone:** 214-262-6245 **FAX:** 413-294-3440 **E-mail:** [billing@necam.com](mailto:billing@necam.com)
6. **Payment to be sent to:**  
**Company Name:** NEC Corporation of America

Address: Lockbox #22529, 22529 Network Place

City: Chicago State: IL Zip: 60673-1225

Phone: 214-262-3672 FAX: 214-262-3685 E-mail: n/a

**7. Minority/Women Owned Business (MWBE): (Reference Section 1.10 of the Solicitation Document)**

Yes:  No:  (Check only one): Minority:  Women:

Washington State Certification No: \_\_\_\_\_ Self Certified:  (check if applicable)

**8. Reciprocity: Firms bidding from California only: Is your firm currently certified as a small business under California Code, Title 2, Section 1896.12? Yes  No .**

**9. Payment Methods and Term:**

Prompt Payment Discount N/A % 30 days or Net 30 days. Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and proposal pricing will be reduced (for evaluation purposes only) by the amount of that discount(s). (Reference Section 4.8 Payment Terms of the Solicitation Document)

Purchasing (charge) Cards accepted: Yes  No . Payment by Purchasing Card may qualify for Prompt Payment Discount and no additional card fee or processing charge shall be permitted.

Bidder is to identify the purchasing (charge) cards they accept:

Purchasing (P-Card)

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**9. Contract Savings:**

Without benefit of this WSCA-NASPO contract, Bidder would normally charge state/local government agency purchasers 6 % more than the pricing offered in response to this RFP for the following product categories/subcategories. (This question is being asked to assess the potential savings to the WSCA-NASPO customers who may consider using this contract.)

**EXHIBIT D - CONTRACT MANAGEMENT AND PERFORMANCE PLAN**

NEC Corporation of America response to their Contract Management and Performance Plan is included below.



Contract  
Management and Per



**EXHIBIT E – NATIONWIDE DISTRIBUTION PLAN**

NEC Corporation of America response to the nationwide distribution plan is below.



Nationwide  
Distribution Plan

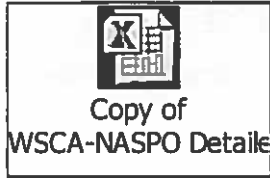
**EXHIBIT F – SUPPLIER DIVERSITY PLAN**

NEC Corporation of America response to supplier diversity is below.



Supplier Diversity  
Plan

**EXHIBIT G – NASPO VALUEPOINT DETAILED SALES REPORT**










# The State of Washington Master Agreement Number 05715

Adobe Sign Document History

11/01/2016

Created:	11/01/2016
By:	Mary McCollum (Mary.McCollum@necam.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs9PKT6o24FTcjxDlg7hXfDuE65FohX1Z

## "The State of Washington Master Agreement Number 05715" History

-  Document created by Mary McCollum (Mary.McCollum@necam.com)  
11/01/2016 - 1:52:53 PM CDT- IP address: 143.101.233.206
-  Document emailed to Matthew Engelmann (matthew.engelmann@necam.com) for signature  
11/01/2016 - 1:53:44 PM CDT
-  Document viewed by Matthew Engelmann (matthew.engelmann@necam.com)  
11/01/2016 - 1:54:03 PM CDT- IP address: 143.101.239.179
-  Document e-signed by Matthew Engelmann (matthew.engelmann@necam.com)  
Signature Date: 11/01/2016 - 1:54:27 PM CDT - Time Source: server- IP address: 143.101.239.179
-  Signed document emailed to Matthew Engelmann (matthew.engelmann@necam.com) and Mary McCollum (Mary.McCollum@necam.com)  
11/01/2016 - 1:54:27 PM CDT