

**PUBLIC SAFETY COMMUNICATIONS
PRODUCTS, SERVICE AND SOLUTIONS**

Lead by the State of **Washington**
State of Utah Contract # AR3999

Master Agreement #: 00318

Contractor: **Avtec, LLC**

Participating Entity: **STATE OF UTAH**

Participating Entity Contract # : **AR3999**

The following products or services are included in this contract portfolio:

Avtec, LLC has been awarded the following category. Detail regarding available services, warranty, software options along with products and pricing are available on the NASPO ValuePoint webpage.

- Category 4 Dispatch Consoles

Participating Addendum Terms and Conditions:

1. Scope: This addendum covers the *Public Safety Communications Products, Services and Solutions* led by the State of Washington for use by state agencies and other entities located in the Participating State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this PA is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.
2. Pricing: The pricing and rates from the Master Agreement shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated.
3. Contract Effective Dates: This PA is effective upon final signature of both parties, and expires upon the expiration or termination of the NASPO ValuePoint Master Agreement #00318. A contract amendment is not necessary in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.
4. Order of Precedence: The order of precedence as provided in the NASPO ValuePoint Master Agreement #00318 applies to this PA.
5. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Utah, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide

PARTICIPATING ADDENDUM**PUBLIC SAFETY COMMUNICATIONS
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State of Utah Contract # AR3999

sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Matt Henderson
Address:	100 Innovation Place Lexington, SC 29072
Telephone:	(813) 421-0718
Fax:	
Email:	MHenderson@Avtecinc.com

Participating Entity

Name:	Marci Woodward
Address:	4315 South 2700 West, Floor 3 Taylorsville, UT 84129-2128
Telephone:	801-957-7145
Fax:	
Email:	mwoodward@utah.gov

9. ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions will apply to this participating addendum.

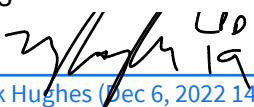
Please see below Attachment A: State of Utah Standard Terms and Conditions for Goods and Services

PARTICIPATING ADDENDUM
**PUBLIC SAFETY COMMUNICATIONS
PRODUCTS, SERVICE AND SOLUTIONS**

Lead by the State of Washington

State of Utah Contract # AR3999

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

Participating Entity: State of Utah	Contractor: Avtec, LLC
Signature:  Nick Hughes (Dec 6, 2022 14:27 MST)	Signature:  Matthew Henderson (Dec 6, 2022 15:39 EST)
Name: Nick Hughes	Name: Matthew Henderson
Title: Assistant Director, Division of Purchasing & General Services	Title: Proposal and Sales Operations Manager
Date: 12/06/2022	Date: 12/06/2022

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org.

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor signed.
 - d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
 - f) "**Division**" means the Division of Purchasing and General Services.
 - g) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - h) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - i) "**Procurement Item**" means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
 - j) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
 - k) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - l) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
 - n) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

- b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - c. Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
 8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.
 9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
 10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of an Eligible User. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
 11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
 12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
 13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
 14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also

is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification informing Contractor of the Procurement Items not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
 - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **RESERVED.**

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

22. **ACCEPTANCE AND REJECTION:** An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Eligible User.

If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

23. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time

of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible Users, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:
 1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
 4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.

Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
29. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division; or (v) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify an Eligible User of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
35. **REPORTS AND FEES:**
- Administrative Fee: Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. **The Administrative Fee is 0.4% (four tenths of one percent)** and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
 - Quarterly Reports: Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor..>
 - Report Schedule: Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31
 - Fee Payment: After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
 - Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
36. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
37. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.
39. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized

areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.

40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
47. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
48. **STANDARD OF CARE:** The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
56. **ANTI-BOYCOTT ISRAEL:** In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

(Revision Date: 15 April 2021)



COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

AVTEC, LLC

Dated January 1, 2022

COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

FOR

CATEGORY 4 DISPATCH CONSOLES

This Cooperative Purchasing Master Agreement (“Cooperative Purchasing Master Agreement”) is made and entered into by and between Enterprise Services acting by and through the State of Washington (“Enterprise Services”) and Avtec, LLC., a South Carolina limited liability company (“Contractor”) and is dated and effective as of January 1, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. See RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.
- C. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). The NASPO ValuePoint purchasing cooperative program is led by state procurement officers from member states. NASPO ValuePoint does not award contracts; rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting master agreements.
- D. Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the ‘lead state’ to conduct a competitive procurement in compliance with that state’s procurement laws and award a cooperative purchasing master agreement with a contractor for the specified goods or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in that cooperative purchasing master agreement by executing a Participating Addendum. Until a Participating Addendum is executed by the applicable state (a ‘participating entity’), no agency or other eligible organization (a ‘purchasing entity’) may purchase pursuant to the cooperative purchasing master agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions

(e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor, however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.

- E. Enterprise Services, as part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No. 00318 dated November 16, 2020 regarding Public Safety Communications Products, Services and Solutions (“Public Safety Radio”). Sixteen (16) states indicated an intent to utilize the resulting Cooperative Purchasing Master Agreement.
- F. Enterprise Services and a stakeholder team consisting of representatives from Washington, California, Alaska, Oregon, Montana, Tennessee, Colorado and Nevada evaluated all responsive bids to the Competitive Solicitation and identified Contractor as an Apparent Successful Bidder for the Category identified above.
- G. Enterprise Services determined that entering into this Cooperative Purchasing Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.
- H. The purpose of this Cooperative Purchasing Master Agreement is to enable Participating or Purchasing Entities to purchase Public Safety Radio products and services, in the awarded Category 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 begins July 1, 2021 and ends on December 31, 2026; provided, however that, the contract term shall be extended for twenty-four (24) months if, in Enterprise Services’ sole, reasonable judgement, which shall occur no later than June 30, 2025, Contractor meets the following performance metrics:
 - Reports: Contractor provides timely and accurate reports as detailed in this Master Agreement and Participating Addendums; and
 - Administrative Fee Payments: Contractor provides timely and accurate Administrative Fee payments as detailed in this Master Agreement and Participating Addendums.

Notwithstanding any provision to the contrary, to effectuate a smooth transition for Participating States and Purchasing Entities for Public Safety Communications Products, Services and Solutions to begin on January 1, 2022, Contractor shall provide implementation and transition support to Participating States who wish to utilize the Cooperative Purchasing Master Agreement, beginning upon the date such Participating State and Contractor executes a Participating Addendum. For the avoidance of doubt, no orders for products or services shall be made under this Agreement prior to January 1, 2022.

- 2. PARTICIPANTS AND SCOPE.** This Cooperative Purchasing Master Agreement may be utilized under the following conditions:

- 2.1 PARTICIPATING ENTITIES. Contractor may not sell Public Safety Radio products and services under this Cooperative Purchasing Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The terms and conditions set forth in the Cooperative Purchasing Master Agreement are applicable to any Purchase Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum; *Provided*, however, that no Participating Addendum shall operate to alter or modify any substantive terms of this Cooperative Purchasing Master Agreement which were solicited and procured pursuant to a competitive procurement. By way of illustration and not limitation, Participating Entities may include unique administrative, delivery, and invoicing requirements, as well as entity-specific confidentiality requirements and similar entity-specific administrative requirements in Purchase Orders utilizing this Cooperative Purchasing Master Agreement.
- 2.2 PURCHASING ENTITIES. Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order or other commitment document against the Cooperative Purchasing Master Agreement and becomes financially committed to the purchase.
- 2.3 PARTICIPATING ADDENDUM. Obligations under this Cooperative Purchasing Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive or other process to determine which Cooperative Purchasing Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum as instructed by the Lead State to support documentation of participation and posting in appropriate databases.
- 2.4 PURCHASING ENTITY RIGHTS. Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Cooperative Purchasing Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Cooperative Purchasing Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Cooperative Purchasing Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. Contractor will apply the charges and invoice each Participating Entity individually.
- 2.5 PARTICIPATING ADDENDUM APPROVAL. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1 CONTRACT SCOPE. Pursuant to this Cooperative Purchasing Master Agreement, Contractor is authorized to sell only those Public Safety Radio Products and Services in the category above posted on the NASPO ValuePoint website. Contractor shall not represent to any Participating or Purchasing Entity under this Cooperative Purchasing Master Agreement that Contractor has contractual authority to sell any Public Safety Radio Products beyond those approved and posted on the NASPO ValuePoint website.
- 3.2 MINIMUM WARRANTY FOR INCLUDED GOODS/SERVICES. Notwithstanding any provision to the contrary, Contractor agrees to and is providing a minimum warranty of no less than one (1) year for any goods/services included in this Cooperative Purchasing Master Agreement. Such minimum warranty begins when the goods/services are accepted by Purchaser or as agreed by Purchaser in its ordering documentation. Such minimum warranty includes all firmware and software updates within warranty period. Parts and related software will be free from defects in material and workmanship for one (1) year. If a product fails because of a defect in workmanship or materials within one (1) year from the date of acceptance by Purchaser, manufacture shall repair or replace the product or part with a new product or part without charge to Purchaser.
- 3.3 ADDITIONAL WARRANTY OPTIONS – See Avtec, LLC’s Products/Services Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all warranty options.
- 3.4 AVAILABLE SERVICES – See Avtec, LLC’s Products/Services Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available services.
- 3.5 ABILITY TO MODIFY SCOPE OF COOPERATIVE PURCHASING MASTER AGREEMENT. Subject to mutual agreement between the parties, Enterprise Services, acting as the lead state, reserves the right to modify the Public Safety Radio Products included in this Cooperative Purchasing 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 competitively procured Cooperative Purchasing Master Agreement. In no event shall such modification, if authorized by Enterprise Services, limit the requirement for cooperative purchasing agreements to be subject to competitive procurement.
- 3.6 PRODUCT UPDATES. Upon approval, Contractor may update their products/pricelist on a semi-annual basis. Contractor must submit to the Lead Contract Administrator a revised product/pricelist highlighting changes and include an effective date of the change. At no time during the contract term shall products be deleted from the products/pricelist. Discontinued products/services must be struck-through and highlighted for ease of review process. Product/pricelist updates must be submitted for review and approval to the Lead Contract Administrator thirty (30) days prior to the effective date of the change. All products/pricelist will be posted on the NASPO ValuePoint website.

Product updates for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st. Additional product updates may be considered for approval with proper thirty (30) day notice at the discretion of the Lead State.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1 st	July 1 st
July 1-December 31	December 1 st	January 1 st

- 3.7 ECONOMIC ADJUSTMENTS. All pricing must be guaranteed for the first year of the Cooperative Purchasing Master Agreement. Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the request and demonstrating the reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturer's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published manufacturer's price list. No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published manufacturer's price list, including renewal options, the Lead State shall be notified immediately. All published manufacturer's price list price reductions shall be effective upon the notification provided to the Lead State.

Enterprise Services reserves the right to request clarification and justification for requested Economic Adjustments.

Economic Price Adjustment requests for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Economic Price Adjustment requests for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1 st	July 1 st
July 1-December 31	December 1 st	January 1 st

- 3.8 PRICE CEILING. Although Contractor may offer lower prices, including volume discounts, to Purchasers, during the term of this Cooperative Purchasing Master Agreement, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth approved and posted on the NASPO ValuePoint website.
- 3.9 COOPERATIVE PURCHASING MASTER AGREEMENT INFORMATION. Enterprise Services shall maintain and provide information regarding this Cooperative Purchasing Master Agreement, including scope and pricing, to eligible Purchasers.

3.10 **CONTRACTOR RESPONSIBILITIES.** Contractor shall be responsible for successful performance of the Cooperative Purchasing Master Agreement and also for the successful performance of any and all of their partners. Contractor is to be the sole point of contact as applicable by Cooperative Purchasing Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the products and maintenance of the product for the term of the Cooperative Purchasing Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Cooperative Purchasing Master Agreement. Contractor must be able to receive, process, and invoice orders unless the Participating State has agreed to assign these functions to a partner. Contractor will be responsible for compliance with requirements under the Cooperative Purchasing Master Agreement, even if requirements are delegated to partners. Contractor and partners must not in any way represent themselves in the name of the Lead State, NASPO ValuePoint or Participating States.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Cooperative Purchasing Master Agreement and at the time any order is placed pursuant to this Cooperative Purchasing 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.

4.1 **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 is registered with the Washington State Department of Revenue and the Washington Secretary of State, 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 owed to the State of Washington. Contractor further represents and warrants that, within fifteen (15) days of executing any Participating Addendum and prior to making any sales pursuant to such Participating Addendum, Contractor shall be in good standing and qualified to do business in such state and that Contractor properly shall have registered to do business in such state, shall possess and shall keep current all required licenses and/or approvals, and that it shall be current, in full compliance, and have paid all applicable taxes owed to such state.

4.2 **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.

4.3 **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Cooperative Purchasing Master Agreement shall be merchantable, shall conform to this Cooperative Purchasing Master Agreement and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered and the services provided free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, 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.

- 4.4 WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Cooperative Purchasing Master Agreement and the three (3) year period immediately preceding the award of the Cooperative Purchasing Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.5 PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement and any Purchaser hereunder similarly may suspend or terminate its use of the Cooperative Purchasing Master Agreement and/or any agreement entered into pursuant to this Cooperative Purchasing Master Agreement.
- 4.6 EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Cooperative Purchasing Master Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.7 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.
- 4.8 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 Cooperative Purchasing Master Agreement, Contractor shall maintain an accurate profile in WEBS.

- 4.9 STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Washington Statewide Payee Desk, which registration is a condition to payment.
- 4.10 COOPERATIVE PURCHASING 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 Cooperative Purchasing Master Agreement with eligible Purchasers and to ensure that those entities that utilize this Cooperative Purchasing 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.
- 4.11 COOPERATIVE PURCHASING MASTER AGREEMENT TRANSITION. Contractor represents and warrants that, in the event this Cooperative Purchasing Master Agreement or a similar contract, is transitioned to another contractor (e.g., Cooperative Purchasing 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.
- 4.12 SUB-CONTRACTORS, AUTHORIZED RESELLERS/DEALERS. MANUFACTURER'S REPRESENTATIVE (PARTNERS). If utilizing partners, Contractor is responsible for such partners providing products and services, as well as warranty and maintenance services for any product or solution such partners provide pursuant to this Cooperative Purchasing Master Agreement. Pursuant to their applicable Participating Addendum, each Participating Entity may allow or disallow Contractor to utilize Partners. Only partners approved by the Participating Entity may be utilized. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

5. USING THE COOPERATIVE PURCHASING MASTER AGREEMENT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Cooperative Purchasing Master Agreement, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Cooperative Purchasing Master Agreement number. The terms of this Cooperative Purchasing Master Agreement shall apply to any Purchase Order and, in the event of any conflict, the terms of this Cooperative Purchasing Master Agreement shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Cooperative Purchasing Master Agreement.
- (a) All order documents must, at a minimum, reference
- the Cooperative Purchasing Master Agreement number;
 - The place and requested time of delivery;
 - A billing address;

- The name, phone number, and address of the Participating Entity representative;
 - (b) All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Participating Entity's purchasing office, or to such other individual identified in writing in the Order.
 - (c) Orders must be placed pursuant to this Cooperative Purchasing Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days thereafter.
 - (d) Notwithstanding the expiration, cancellation or termination of this Cooperative Purchasing 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, cancellation, or termination of this Cooperative Purchasing 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 Cooperative Purchasing Master Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Cooperative Purchasing 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 Purchasing Entity's normal work hours and within the time period mutually agreed in writing between Purchasing Entity and Contractor at the time of order placement. Deliveries to be off-loaded at Purchasing Entity's receiving dock or designated job site by Contractor.
 - (b) Contractor shall ship all goods purchased pursuant to this Master Agreement FOB Purchasing Entity's specified destination. Shipping charges must be mutually agreed to between Purchasing Entity and Contractor, and shall be added as a separate line item on the Contractor's invoice. Contractor shall bear all risk of loss, damage, or destruction of the goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchasing Entity's fault or negligence.
 - (c) All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

- (d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Cooperative Purchasing Master Agreement shall be identified by the Cooperative Purchasing Master Agreement number set forth on the cover of this Cooperative Purchasing Master Agreement and the applicable Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- (e) Purchasing Entities may return unopened or unused (non-specialty) Public Safety Radio products within ten (10) business days of receipt for full credit, minus any freight or restocking fee. In such event, Contractor is responsible for shipping costs pertaining to any defective Public Safety Radio Products that are returned.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Cooperative Purchasing Master Agreement are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Such inspection and approval shall be determined within thirty (30) days of delivery. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Cooperative Purchasing Master Agreement and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser will notify Contractor within five (5) business days. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to, consistent with the warranty terms, repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

- (a) All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Cooperative Purchasing Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when the Public Safety Radio Products are put to use. Acceptance of such Public Safety Radio Products may be revoked in accordance with the provisions of the applicable commercial code, and Contractor shall be liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of any Public Safety Radio Products rejected and returned, or for which Acceptance is revoked.
- (b) If any Public Safety Radio Products do not conform to the specifications, the Purchasing Entity may require the Contractor to repair or replace the Public Safety Radio Product in conformity with the specifications.

- 5.4. 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, safety, and other security requirements.
- 5.5. INSTALLATION. Installation shall be performed by Contractor or Sub-Contractor, in a professional manner in accordance with industry standard best practices. The premises shall be left in a neat, clean, and undamaged condition. Purchaser reserves the right to require Contractor or Sub-Contractor to repair any damage caused during installation or provide full compensation as determined by Purchaser.
- 5.6. CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning Enterprise Services, the State of Washington or Purchasing Entity's information which may be classified as confidential, for any purpose not directly connected with the administration of this Cooperative Purchasing Master Agreement, except with prior written consent of Enterprise Services (or the applicable Purchasing Entity), or as may be required by law.
- 5.7. TREATMENT OF ASSETS. Title to all property furnished by any Participating State or Purchasing Entity shall remain with such Participating State or Purchasing Entity, as applicable. Any property of any Participating State and/or Purchaser furnished to Contractor shall, unless otherwise provided herein or approved by such Participating State and/or Purchaser, be used only for the performance of this Cooperative Purchasing Master Agreement. Contractor shall be responsible for damages as a result of any loss or damage to property of any Participating State or Purchasing Entity to the extent it results from the negligence of Contractor or to the extent it results from the failure on the part of Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances. If any such Participating State or Purchasing Entity property is lost, destroyed, or damaged, Contractor immediately shall notify such Participating State or Purchasing Entity and shall take all reasonable steps to protect the property from further damage. Contractor shall surrender to such Participating State or Purchasing Entity all property of such Participating State or Purchasing Entity prior to settlement upon completion, termination, or cancellation of this Cooperative Purchasing Master Agreement. Title to all property furnished by Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Purchaser upon delivery of such property by Contractor and acceptance by the purchaser. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in the Purchasing Entity upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchaser in whole or in part, whichever first occurs. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors. Title to software shall not pass to Purchasing but shall be licensed. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors.
- 5.8. SOFTWARE LICENSE AGREEMENT. If the public safety communications equipment ordered and delivered under the term and conditions of this Cooperative Purchasing Master Agreement requires software or firmware to operate, Contractor's Software license shall apply to such transaction. Alternatively, Contractor may require the Purchasing Entity to sign a software license agreement prior to shipment of the equipment. Contractor's software license

agreement shall not conflict with the terms and conditions of this Cooperative Purchasing Master Agreement or specific security requirements of Participating Entity.

- 5.9. SUBSCRIPTION SERVICES AGREEMENT. If the public safety communications equipment ordered and delivered under the term and conditions of this Contract requires subscription services to operate, Contractor's Subscription Services Agreement shall apply to such transaction. Alternatively, Contractor may require the Purchasing Entity to sign a Subscription Service Agreement prior to shipment of the equipment. Contractor's Subscription Services Agreement shall not conflict with the terms and conditions of this Master Agreement or the specific security requirements of Participating Entity.

6. INVOICING & PAYMENT.

- 6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- (a) Cooperative Purchasing Master Agreement No. 00318
 - (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) Applicable goods/services;
 - (f) Invoice amount; and
 - (g) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Cooperative Purchasing Master Agreement prices, less discounts or lower negotiated costs. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. 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.
- 6.3. 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.
- 6.4. NO ADVANCE PAYMENT. No advance payment shall be made for the products and services furnished by Contractor pursuant to this Cooperative Purchasing Master Agreement; *Provided*, however, that the parties agree that maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.
- 6.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, handling, or payment processing.

- 6.6. **TAXES/FEEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Cooperative Purchasing Master Agreement. Failure to do so shall constitute breach of this Cooperative Purchasing Master Agreement. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

7. CONTRACT MANAGEMENT.

- 7.1. **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 Cooperative Purchasing Master Agreement. Enterprise Services' contract administrator shall provide Cooperative Purchasing Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Purchasing 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: Contract Administrator 00318
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2218
Email: DESContractsTeamCypress@des.wa.gov

Avtec, LLC

Attn: Matt Henderson
100 Innovation Place
Lexington, SC 29072
Tel: (813) 421-0716
Email: mhenderson@avtecinc.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.

- 7.2. **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 Cooperative Purchasing Master Agreement.
- 7.3. **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

Avtec, LLC

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

Attn: Tony Addison
Senior Contracts Manager
100 Innovation Place
Lexington, SC 29072
Email: tony.addison@motorolasolutions.com

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.

8. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS.

- 8.1. SUMMARY SALES DATA. 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 this Cooperative Purchasing Master Agreement 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).
- 8.2. DETAILED SALES DATA. Contractor also shall report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Participating Entity name; (4) Participating Entity bill-to and ship-to locations; (4) Participating Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; and (8) line item description, including product number if used. Reports are due on a quarterly basis and must be received by the Enterprise Services and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Cooperative Purchasing Master Agreement.
- 8.3. NASPO VALUEPOINT EXECUTIVE SUMMARY. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- 8.4. REPORT OWNERSHIP. Timely submission of these reports is a material requirement of the Cooperative Purchasing Master Agreement. Enterprise Services 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.
- 8.5. CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA. Participating Addenda, as well as Orders or transaction data relating to Orders under this Cooperative Purchasing Master

Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Cooperative Purchasing Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Cooperative Purchasing Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

9. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW

- 9.1. NASPO VALUEPOINT COOPERATIVE PROGRAM. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Cooperative Purchasing Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Cooperative Purchasing Master Agreement and Participating Addendum process, and the manner in which qualifying entities can participate in the Cooperative Purchasing Master Agreement.
- 9.2. LOGOS. NASPO VALUEPOINT logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- 9.3. ANNUAL SUPPLIER BUSINESS REVIEW. Contractor agrees to participate in an annual supplier performance review at a location (virtual or in-person) selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees. The 2022 Annual Supplier Business Review requires in-person attendance. Any subsequent Annual Supplier Business Review may be attended virtually or in-person.

10. ADMINISTRATIVE FEES.

- 10.1. CONTRACTOR shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25%) of the quarterly sales by participating state. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.
- 10.2. Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. 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 Cooperative Purchasing Master Agreement. The Contractor may adjust the Cooperative Purchasing Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

11. RECORDS RETENTION & AUDITS.

- 11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Cooperative Purchasing 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 six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchaser against this Cooperative Purchasing 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.
- 11.2. AUDIT. Upon reasonable advanced written notice, Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, 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 Cooperative Purchasing Master Agreement or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchaser against this Cooperative Purchasing 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.
- 11.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall reimburse Purchasers for any overpayments inconsistent with the terms of this Cooperative Purchasing Master Agreement or orders, at a rate of 100% of such overpayments, found as a result of the examination of the Contractor's records.

12. INSURANCE.

- 12.1. REQUIRED INSURANCE. During the Term of this Cooperative Purchasing Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit A – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.
- 12.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Cooperative Purchasing Master Agreement. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

12.3. **INSURANCE CERTIFICATE.** Prior to commencement of performance, Contractor shall provide to Enterprise Services a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to Enterprise Services that (1) names the State of Washington and Enterprise Services as additional insureds, (2) provides for written notice of cancellation delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

13. PUBLIC INFORMATION. This Cooperative Purchasing Master Agreement, all related documents, and all records created as a result of the Cooperative Purchasing Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

14. DEFAULTS AND REMEDIES

14.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Cooperative Purchasing Master Agreement immediately by written cure notice of any default. Contractor may be required to submit to Enterprise Services, a written cure plan within five (5) business days of Suspension notifications. 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 Cooperative Purchasing Master Agreement. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Cooperative Purchasing Master Agreement, until such obligations have been fulfilled

14.2. **DEFAULT.** Each of the following events shall constitute default of this Cooperative Purchasing Master Agreement by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Purchasing Master Agreement;
- (b) Contractor breaches any representation or warranty provided herein; or

- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.3. REMEDIES for DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Cooperative Purchasing 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 Cooperative Purchasing 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.
- (c) Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Cooperative Purchasing Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in this Cooperative Purchasing Master Agreement shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

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

14.5. GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Cooperative Purchasing Master Contract 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 Contract; *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 Participating Entity or Purchasing Entity 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 Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor. Contractor will be entitled to seek a change order to the extent Contractor provides documentary evidence that Contractor has incurred additional costs as a result of the suspension including costs to demobilize and remobilize the project.

- (b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Cooperative Purchasing 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 Participating Entity or Purchasing Entity 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 Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

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 and agents in connection with its operations under this Cooperative Purchasing 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 Cooperative Purchasing 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, any Purchaser, and NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint) (NASPO) and their respective 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 Cooperative Purchasing Master Agreement, except to the extent claims are caused by Enterprise Services, any Purchaser, or NASPO's 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. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Cooperative Purchasing Master Agreement or in any other document executed in conjunction with this Cooperative Purchasing Master Agreement.
- 15.3. INDEMNIFICATION – Intellectual Property. The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified

Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

- (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - (b) specified by the Contractor to work with the Product; or
 - (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - (d) it would be reasonably expected to use the Product in combination with such product, system or method.

16. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Cooperative Purchasing 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 managers 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.

17. GENERAL PROVISIONS.

- 17.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Cooperative Purchasing Master Agreement.
- 17.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 17.3. **INTEGRATED AGREEMENT.** This Cooperative Purchasing 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.
- 17.4. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Cooperative Purchasing Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 17.5. **AUTHORITY.** Each party to this Cooperative Purchasing 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 Cooperative Purchasing Master Agreement and that its execution, delivery, and performance of this Cooperative Purchasing Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 17.6. 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 Cooperative Purchasing Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- 17.7. ASSIGNMENT. Contractor may not assign its rights under this Cooperative Purchasing Master Agreement without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Cooperative Purchasing Master Agreement in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Cooperative Purchasing Master Agreement notwithstanding any prior assignment of its rights.
- 17.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Cooperative Purchasing Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 17.9. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Cooperative Purchasing Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 17.10. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Cooperative Purchasing Master Agreement, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery of such goods and/or services to Purchaser.
- 17.11. SEVERABILITY. If any provision of this Cooperative Purchasing Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Purchasing Master Agreement, and to this end the provisions of this Cooperative Purchasing 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 Cooperative Purchasing Master Agreement.
- 17.12. 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 Cooperative Purchasing Master Agreement, nor shall any purported oral modification or rescission of this Cooperative Purchasing 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.

- 17.13. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Purchasing Master Agreement shall survive and remain in effect following the expiration or termination of this Cooperative Purchasing Master Agreement, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 17.14. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Cooperative Purchasing Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Cooperative Purchasing Master Agreement or Order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- 17.15. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Cooperative Purchasing Master Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that venue for any claim, dispute, or action concerning any Order placed against the Cooperative Purchasing Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- 17.16. **SOVEREIGN IMMUNITY.** In no event shall this Cooperative Purchasing Master Agreement, any Participating Addendum or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.
- 17.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Cooperative Purchasing 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.
- 17.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Cooperative Purchasing 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 Cooperative Purchasing Master Agreement. Each party hereto and its counsel has reviewed and revised this Cooperative Purchasing 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 Cooperative Purchasing Master Agreement. Each term and provision of this Cooperative Purchasing Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.

- 17.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Cooperative Purchasing Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Purchasing Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Purchasing Master Agreement.
- 17.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Cooperative Purchasing Master Agreement in their entirety.
- 17.21. CAPTIONS & HEADINGS. The captions and headings in this Cooperative Purchasing 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 Cooperative Purchasing Master Agreement nor the meaning of any provisions hereof.
- 17.22. ELECTRONIC SIGNATURES. An electronic signature of this Cooperative Purchasing Master Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Purchasing Master Agreement or such other ancillary agreement for all purposes.
- 17.23. COUNTERPARTS. This Cooperative Purchasing 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 Cooperative Purchasing 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 Cooperative Purchasing Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

AVTEC, LLC.
A SOUTH CAROLINA LIMITED LIABILITY COMPANY

By: 
Elena McGrew
Its: Acting Statewide Enterprise Procurement
Manager

By: 
John Rosati
Its: Vice President and Director

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Cooperative Purchasing Master Agreement, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Cooperative Purchasing Master Agreement, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative Purchasing Master Agreement, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall

furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Cooperative Purchasing Master
Agreement Insurance Certificate
**Master Contract No. 00318 – Public Safety Communications
Products, Services and Solutions**
Attn: Team Cypress
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-141

Email: DESContractsTeamCypress@des.wa.gov

Note: For Email notice, the Email Subject line must state:
**Cooperative Purchasing Master Agreement Insurance Certificate –
Master Contract No. 00318 – Public Safety Communications
Products, Services and Solutions**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice

shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Cooperative Purchasing Master Agreement.

00318 NVP-MA-Avtec-Final-20210805 signed

Final Audit Report

2021-08-06

Created:	2021-08-05
By:	Neva Peckham (neva.peckham@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwsdS_d7TISKYM4wWv7vPeDIbKAKtbTZ2

"00318 NVP-MA-Avtec-Final-20210805 signed" History



Document created by Neva Peckham (neva.peckham@des.wa.gov)

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Document emailed to Elena McGrew (elena.mcgreg@des.wa.gov) for signature

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Email viewed by Elena McGrew (elena.mcgreg@des.wa.gov)

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Document e-signed by Elena McGrew (elena.mcgreg@des.wa.gov)

Signature Date: 2021-08-06 - 5:02:42 AM GMT - Time Source: server- IP address: 198.238.242.30



Agreement completed.

2021-08-06 - 5:02:42 AM GMT

Avtec Dealers			
State of WA (NASPO) Solicitation 00318 2-6-2021			
Dealer Name	State	Business Address	Federal Tax ID
Action Communications, Inc.	NE	315 West 27th St, Scottsbluff, NE 69361	47-0737637
Allcomm Wireless	AL	4116 1st Ave, North Birmingham, AL 35222	63-1058638
B&C Communications	OH	1740 Hamon Ave., Ste F, Columbus, Ohio 43223	31-1736030
Beltronics, Inc.	NH	19 Proctor Hill Rd, Hollis NH 03049	02-0371260
Burlington Communications Service Center, Inc.	VT	4735 Williston Rd. Ste. 30, Williston, VT 05495	03-0338273
Commline, Inc.	CA	13700 Cimarron Ave, Gardena, CA 90249	95-4788314
Communications Northwest	OR	624 McLoughlin Blvd, Oregon City, OR 97045	91-2075527
Creative Electronics, LLC	NY	828 County Highway 11, Oneonta, NY 13820	01-0875893
Day Wireless Systems	OR	4700 SE International Way, Milwaukie OR 97222	93-0681623
Durham Communications, Inc.	AZ	725 West Commerce Ave. Suite 106 Gilbert, AZ 85233	86-0389261
Electronic Engineering	IA	500 West 20th St. Sioux City, IA 51103	42-0808094
Electronics Systems Solutions, Inc. (ESS)	NJ	141 River Rd #6, Nutley, NJ 07110	22-3477278
FM Communications, Inc.	NY	1914 Covin Blvd, Tonawanda, NY 14150	16-0977514
GCS Electronics & Communications	VA	200 Sellers St, Martinsville, VA 24112	20-0971173
Goosetown Communications	NY	58 N. Harrison Ave., Congers, NY 10920	13-3576689
Marcus Communications, LLC	CT	33 Mitchell Dr. Manchester, CT 06042	06-1597073
MJ Communications, Inc.	AR	230 Newman Dr, NLR, AR 72117	71-0523161
Six Rivers Communications, Inc.	CA	4060 Broadway, Eureka, CA 95593	47-2663257
Spectrum Communications, Inc.	WA	526 S. Locust Lane Moses Lake WA 98837	91-1273822
Telepath Corporation	CA	48810 Kato Rd., Ste 300E, Fremont, CA 94538	94-2678653
White Cloud Communications, Inc.	ID	663 Main Ave E, Twin Falls, ID 83301	82-0440279
WirelessUSA, Inc.	MO	148 Weldon Parkway, Maryland Heights, MO 63043	43-1665282
Procomm Alaska LLC	AK	2100 East 63rd Avenue Anchorage, AK 99507	92-0172645
Motorola Solutions, Inc.	IL	500 W Monroe Street, Chicago, IL 60661	36-1115800

NASPO VALUEPOINT CONTRACT 06913 PUBLIC SAFETY COMMUNICATIONS EQUIPMENT

AVTEC SCOUT™ PRODUCTS/PRICING

PERCENT OFF LIST PRICE: 5%

Category: DISPATCH CONSOLES

AVTEC SCOUT™ IP RADIO/TELEPHONY DISPATCH CONSOLE

Scout is a true VoIP console system that is flexible enough to meet the needs of a wide range of mission and business critical environments as highlighted below:

- Scout EX - The Avtec Scout EX solution is the dispatch console of choice for “power users” who manage hundreds of resources on a daily basis, including radio, telephony, PTT over cellular (POC), and broadband technologies. Scout EX enables dispatchers to monitor up to 50 audio streams and 2,000 channels from fixed or mobile command centers.
- Scout E8 - The Avtec Scout E8 console is ideal for managing up to eight audio streams and eight channels at a time from fixed or mobile dispatch centers. Scout E8 integrates different radio, telephony, POC, and broadband technologies seamlessly and is fully redundant, giving you maximum value with minimal investment. Scout E8 is fully interoperable with all products in the Scout Enterprise family. As capacity needs change, you can upgrade your Scout E8 to our higher capacity Scout EX console simply by changing the license.
- Scout E4 - The Avtec Scout E4 console is ideal for managing up to four audio streams and four channels at a time from fixed or mobile operation centers. Scout E4 integrates different radio, telephony, POC, and broadband technologies seamlessly and is fully redundant, giving you maximum value with minimal investment. Scout E4 is fully interoperable with the entire Scout Enterprise suite. As capacity needs change, you can upgrade your Scout E4 simply by changing the license.
- Scout E1 - The Scout E1 is a purpose-built hardware device that delivers a compact and reliable dispatching solution for up to four radio or LTE endpoints. The Scout E1 device is cost-effective, secure, scalable, and redundant—and integrates with leading radio and broadband technologies. It can be used alone, or integrated into a more complex Scout system as the needs of your dispatch center grow. Since the Scout E1 devices is powered by Power over Ethernet (PoE), it can be used anywhere on your network. Scout E1 is fully interoperable with all Scout Enterprise solutions, so you can build a system that meets your needs, even if your needs are diverse.

NASPO VALUEPOINT CONTRACT 06913 PUBLIC SAFETY COMMUNICATIONS EQUIPMENT - AVTEC *

DESCRIPTION	PART NUMBER	UNIT	LIST PRICE	NET PRICE	EFFECTIVE DATE
Bluetooth Headset	ACC-BT-HEADSET	EA	\$ 119.00	\$ 113.05	1/1/2022
PC for Scout Console Packages, Dual NICs, MS Windows 10 Professional 64 bit OS HP Z2 G5 Mini - 4 USB ports*PC has 4 USB ports, consider ordering a 10 port USB hub with PC order*	ACC-CPU-DT-WIN10	EA	\$ 1,825.00	\$ 1,733.75	1/1/2022
Industrial 1U Computer with Windows including Solid State hard drive and Windows 2019 Server OS. Rack mount for Cabinets. Requires DISP-XXXX for monitor, keyboard, etc. Used in a Scout system when an Enterprise Rack Mount is needed.	ACC-CPU-ENT-2019	EA	\$ 7,495.00	\$ 7,120.25	1/1/2022
1 Rack Unit (1RU) Server Solid State hard drive, Windows 2019 Server OS, TPM 2.0. Requires additional package for monitor, keyboard, etc. (DISP-XXXX)	ACC-CPU-STD-2019	EA	\$ 5,675.00	\$ 5,391.25	1/1/2022
DisplayPort to VGA Video Adapter to use a VGA equipped monitor with a DisplayPort equipped PC.	ACC-DP2VGA-ADAPTER	EA	\$ 52.00	\$ 49.40	1/1/2022
Desktop Handset Cradle, Wired	ACC-HCA-WIRED	EA	\$ 176.00	\$ 167.20	1/1/2022
Complete 6W Headset w/ Dual Ear, Noise Canceling Microphone with plug-prong base; 15 foot cord.	ACC-HED-6W-DUAL	EA	\$ 342.00	\$ 324.90	1/1/2022
Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	ACC-HED-6W-NC	EA	\$ 342.00	\$ 324.90	1/1/2022

NASPO VALUEPOINT CONTRACT 06913 PUBLIC SAFETY COMMUNICATIONS EQUIPMENT - AVTEC *

DESCRIPTION	PART NUMBER	UNIT	LIST PRICE	NET PRICE	EFFECTIVE DATE
Plantronics CA12CD Wireless PTT Headset Base. Headset top is sold separately.	ACC-HED-BASE-WLS-6W	EA	\$ 793.00	\$ 753.35	1/1/2022
HEADSET TOP, DUAL EAR. REQUIRES BASE.	ACC-HED-TOP-DUAL	EA	\$ 109.00	\$ 103.55	1/1/2022
Headset top, Single Ear with noise canceling microphone. Requires base.	ACC-HED-TOP-SING-NC	EA	\$ 109.00	\$ 103.55	1/1/2022
Handset, black, 9' cord, 4W Telephone only	ACC-HND-4W	EA	\$ 130.00	\$ 123.50	1/1/2022
Handset, black, 15' cord, 6W PTT	ACC-HND-6W-15F	EA	\$ 150.00	\$ 142.50	1/1/2022
HANDSET - BLACK 9 FT CORD, PTT, 6W	ACC-HND-6W-9F	EA	\$ 130.00	\$ 123.50	1/1/2022
Valcom durable flush mount SIP Door Intercom with Call button and LED.	ACC-ICOM-VC	EA	\$ 586.00	\$ 556.70	1/1/2022
Laptop for use with Scout Software Console, Windows 10 64-bit Professional OS	ACC-LAPTOP-WIN10	EA	\$ 4,795.00	\$ 4,555.25	1/1/2022
LED Display, 19" VGA input (non-touch) Standard 5:4 aspect ratio.	ACC-LED-19	EA	\$ 275.00	\$ 261.25	1/1/2022
LED DISPLAY, 20" WIDESCREEN VGA INPUT (NON-TOUCH)	ACC-LED-20WS	EA	\$ 264.00	\$ 250.80	1/1/2022
LED DISPLAY, 22" WIDESCREEN HDMI INPUT (NON-TOUCH)	ACC-LED-22WS	EA	\$ 228.00	\$ 216.60	1/1/2022
Kit to rack mount PS-12V-3BAY-AC , ACC-CPU-RM-2012 or -WIN7 in 1U high.	ACC-MTG-1U-RR	EA	\$ 233.00	\$ 221.35	1/1/2022
Kit to rack mount two (2) each ACC-CPU-RM-2012 or -WIN7 in 1U high; Relay Rack. 2U high.	ACC-MTG-2U-RR	EA	\$ 389.00	\$ 369.55	1/1/2022
24 PORT MANAGED ETHERNET SWITCH	ACC-NETWK-24P-SFP4	EA	\$ 3,595.00	\$ 3,415.25	1/1/2022
Cable extension package for Scout consoles, 15 FT. These cables are for use in North and South America ONLY.	ACCPLUS-CBLPKG-15FT	EA	\$ 57.00	\$ 54.15	1/1/2022
Single PTT footswitch, Scout Media Workstation Plus	ACCPLUS-FSW-SING	EA	\$ 124.00	\$ 117.80	1/1/2022
Wide treadle PTT footswitch, Scout Media Workstation Plus	ACCPLUS-FSW-WIDE	EA	\$ 244.00	\$ 231.80	1/1/2022
Headset handset jack box single jack Scout Media Workstation Plus	ACCPLUS-JKB-SING	EA	\$ 513.00	\$ 487.35	1/1/2022
PTT Desk Microphone Scout Media Workstation Plus	ACCPLUS-MIC-DESK	EA	\$ 617.00	\$ 586.15	1/1/2022
Console Indicator Light Package including power supply, red and green LED; direct mount, DOES NOT include mounting pole. Consoles equipped with Software Media Workstation also require DSACCUSBRELAY, one each per console position.	ACCPLUS-RIL-3000	EA	\$ 363.00	\$ 344.85	1/1/2022
Console Indicator Light Package including power supply, red and green LED; 300 mm pole mount, flange bracket. Consoles equipped with Software Media Workstation also require DSACCUSBRELAY, one each per console position.	ACCPLUS-RIL-3111	EA	\$ 456.00	\$ 433.20	1/1/2022
Console Indicator Light Package including power supply, red and green LED; 762 mm pole mount, large circular bracket. Consoles equipped with Software Media Workstation also require DSACCUSBRELAY, one each per console position.	ACCPLUS-RIL-3132	EA	\$ 684.00	\$ 649.80	1/1/2022
Ring/In-Use Indicator Package including Power supply, red & green LED, 500 mm pole mount, large circular bracket, Scout Media Workstation Plus	ACCPLUS-RIL-3134	EA	\$ 684.00	\$ 649.80	1/1/2022

NASPO VALUEPOINT CONTRACT 06913 PUBLIC SAFETY COMMUNICATIONS EQUIPMENT - AVTEC *

<u>DESCRIPTION</u>	<u>PART NUMBER</u>	<u>UNIT</u>	<u>LIST PRICE</u>	<u>NET PRICE</u>	<u>EFFECTIVE DATE</u>
Dual Speaker, Scout Console with Plus Hardware	ACCPLUS-SPK-DUAL	EA	\$ 808.00	\$ 767.60	1/1/2022
Single Speaker, Scout Console with Plus Hardware	ACCPLUS-SPK-SING	EA	\$ 435.00	\$ 413.25	1/1/2022
Panasonic ToughPad Tablet w/LTE and WiFi enabled	ACC-TABLET-LTE	EA	\$ 4,675.00	\$ 4,441.25	1/1/2022
LCD touch screen for PC console - 4x3 format	ACC-TSC-19-PC	EA	\$ 1,135.00	\$ 1,078.25	1/1/2022
LED (RESISTIVE) TOUCH SCREEN, STANDARD ASPECT 5X4	ACC-TSC-19-RES	EA	\$ 1,114.00	\$ 1,058.30	1/1/2022
21.5" LCD TOUCH SCREEN FOR PC CONSOLE (16X9) FORMAT	ACC-TSC-21WS-PC	EA	\$ 1,446.00	\$ 1,373.70	1/1/2022
23 inch touch screen	ACC-TSC-23WS-PC	EA	\$ 2,068.00	\$ 1,964.60	1/1/2022
USB PTT Footswitch Accessory Software Media Workstation	ACCUSB-FSW-SING	EA	\$ 301.00	\$ 285.95	1/1/2022
USB Wide Treadle PTT Footswitch Accessory, Software Media Workstation	ACCUSB-FSW-WIDE	EA	\$ 364.00	\$ 345.80	1/1/2022
USB Headset, Single Ear with noise canceling microphone Includes USB Quick Disconnect Adaptor	ACCUSB-HED-6W-NC	EA	\$ 311.00	\$ 295.45	1/1/2022
USB PTT Quick Disconnect Adaptor Software Media Workstation Requires Headset Top ACC-HED-TOP-XXX	ACCUSB-HED-ADAPTER	EA	\$ 207.00	\$ 196.65	1/1/2022
Avtec USB jack box for software console. Designed for Scout version 4.8 and earlier running Software Media Workstation	ACCUSB-HJB	EA	\$ 965.00	\$ 916.75	1/1/2022
Avtec USB Headset/handset jack box (single jack), Integrates NENA phone at the operators position with Scout. Requires Scout version 4.11 or later running Software Media Workstation.	ACCUSB-HJB-NENA	EA	\$ 865.00	\$ 821.75	1/1/2022
Programmable USB keypad, four columns of six keys. Model comes with labels and pre-configured as a keypad dialer. If customization of the keypad is needed at the factory, please contact Services for the additional amount to add to the quote for their time.	ACCUSB-KPD-4X6	EA	\$ 306.00	\$ 290.70	1/1/2022
Avtec USB Desk Mic for software console	ACCUSB-MIC	EA	\$ 617.00	\$ 586.15	1/1/2022
USB Relay Module Software Media Workstation	ACCUSB-RELAY	EA	\$ 460.00	\$ 437.00	1/1/2022
Avtec USB single speaker kit for software console	ACCUSB-SPK-1	EA	\$ 435.00	\$ 413.25	1/1/2022
Avtec USB dual speaker kit for software console	ACCUSB-SPK-2	EA	\$ 808.00	\$ 767.60	1/1/2022
License, Add-On, Non-Redundant Telephone to Radio Connect.Adds 100 additional radio talkgroups. Requires DST2RCONNECTNRSK	DSADDT2RCONNECTNRS	EA	\$ 19,995.00	\$ 18,995.25	1/1/2022
License, Add-On, Redundant Telephone to Radio Connect.Adds 100 additional radio talkgroups. Requires DST2RCONNECTSK	DSADDT2RCONNECTS	EA	\$ 31,995.00	\$ 30,395.25	1/1/2022
AIRFARE FOR SERVICES	AIRFARE	EA	\$ 1,555.00	\$ 1,477.25	1/1/2022
SHIPPING FOR ALL AVTEC CONSOLES AND SOLUTIONS	AVTECSHIP	EA	Pre-pay and Add. Individually Quoted.		1/1/2022
4 DAY SCOUT TRAINING CLASS PER PERSON (AVTEC HQ)	CLS-220-ADMIN	EA	\$ 2,500.00	\$ 2,375.00	1/1/2022
Online Administrator Class, covers system architecture, configuration, and administration.	SCT-225-ADMIN-ONLINE	EA	\$ 2,500.00	\$ 2,375.00	1/1/2022
Five day, hands-on class and certification exam at Avtec headquarters, covering all the implementation phases of a Scout system deployment. Price per person.	CLS-310-ADV	EA	\$ 3,500.00	\$ 3,325.00	1/1/2022

NASPO VALUEPOINT CONTRACT 06913 PUBLIC SAFETY COMMUNICATIONS EQUIPMENT - AVTEC *

<u>DESCRIPTION</u>	<u>PART NUMBER</u>	<u>UNIT</u>	<u>LIST PRICE</u>	<u>NET PRICE</u>	<u>EFFECTIVE DATE</u>
3 DAY SCOUT TRAINING CLASS (1-6 PEOPLE) CUSTOMER SITE. INCL TRAVEL EXP	CLS-SCOUT-MAINT-ONSITE	EA	\$ 12,000.00	\$ 11,400.00	1/1/2022
MOTOTRBO and IRR Scout console upgrade seat license	CON-UPG-MTCP	EA	\$ 4,664.00	\$ 4,430.80	1/1/2022
SCOUT CONSOLE UPGRADE, T1 TO T2	CON-UPG-T2	EA	\$ 4,600.00	\$ 4,370.00	1/1/2022
LED Display, panel mounted for cabinet or relay rack. Includes keyboard and mouse with tray.	DISP-BASIC	EA	\$ 1,135.00	\$ 1,078.25	1/1/2022
LED Display, panel mounted for cabinet or relay rack. Includes keyboard and mouse with tray, 8-port KVM, and cable kit.	DISP-KVM	EA	\$ 1,591.00	\$ 1,511.45	1/1/2022
Spare cable kit for standard KVM, 7 ft. (DSP-KVM) USB Connector	DISP-KVM-CABLE	EA	\$ 52.00	\$ 49.40	1/1/2022
1U LCD Folding Display, for Relay Rack. Includes Keyboard with trackpad and 8-port KVM	DISP-KVM-F-RR	EA	\$ 3,073.00	\$ 2,919.35	1/1/2022
License enforcement software key to be used with Console Position Pool licenses that use a Software media workstation. One key is required per system and must be located at the DMS. Use with DSSFWEXPOOLMTCP SK licenses to activate concurrent console positions. Software Key.	KEY-SMW-POOL-SK	EA	\$ 100.00	\$ 95.00	1/1/2022
License enforcement software key to be used with Console Position Pool licenses that use a Software media workstation. One key is required per system and must be located at the DMS. Use with DSSFWEXPOOLSK licenses to activate concurrent console positions. Software Key.	KEY-SMW-POOL-SK	EA	\$ 100.00	\$ 95.00	1/1/2022
ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	SCOUTCARE HARDWARE	EA	Individually Quoted		1/1/2022
Standard licensing fee for converting system licenses from Hardware to Hardware. One per hardware dongle being converted.	KEY-CONV-HW-TO-HW	EA	\$ 300.00	\$ 285.00	1/1/2022
Standard licensing fee for converting system licenses from Hardware to Software. One per hardware dongle being converted.	KEY-CONV-HW-TO-SW	EA	\$ 300.00	\$ 285.00	1/1/2022
Standard licensing fee for converting system licenses from Software to Hardware. One per hardware dongle being converted.	KEY-CONV-SW-TO-HW	EA	\$ 300.00	\$ 285.00	1/1/2022
AVTEC TRAVEL FEE FOR CUSTOMERS WITHIN 4 HOURS OF AVTEC OR 240 MILES MAXIMUM	MILEAGE	EA	\$ 1.00	\$ 0.95	1/1/2022
4 port Mini SIP Console for use with ScoutLink. Comes with DC power adapter. Requires 1-4 ScoutLink audio connection licenses (DSSFWSLCONNECT)	MINI-ETC4-DC	EA	\$ 1,550.00	\$ 1,472.50	1/1/2022
4 port Mini SIP Console for use with ScoutLink. Uses Power over Ethernet (PoE). Requires 1-4 ScoutLink audio connection licenses (DSSFWSLCONNECT)	MINI-ETC4-POE	EA	\$ 1,508.00	\$ 1,432.60	1/1/2022
4 port Mini SIP Console with Hand Microphone for use with ScoutLink. Uses Power over Ethernet (PoE). Requires 1-4 ScoutLink audio connection licenses (DSSFWSLCONNECT)	MINI-ETC4-POE-HM	EA	\$ 1,660.00	\$ 1,577.00	1/1/2022

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DESCRIPTION	PART NUMBER	UNIT	LIST PRICE	NET PRICE	EFFECTIVE DATE
Replacement POE Power Injector Plug-In AC Adapter. 120VAC Input, 48VDC .5A Output. Included with DSMINIETC4DC.	MINI-ETC4-PWR	EA	\$ 50.00	\$ 47.50	1/1/2022
RADIO CONTROLLER, VOIP, 2 PORTS, 12 VDC INPUT	OUTPOST-2R	EA	\$ 2,275.00	\$ 2,161.25	1/1/2022
120 VAC TO 12 VDC POWER SUPPLY (1 PER OUTPOST)	OUTPOST-AC-ADAPT	EA	\$ 93.00	\$ 88.35	1/1/2022
Kit to add support for (1) each Motorola APX endpoint. Includes Software License. Cable included; Outpost purchased separately.	OUTPOST-APX	EA	\$ 1,031.00	\$ 979.45	1/1/2022
Replacement cable that connects an Outpost to an APX radio. Requires license included with previously purchased DSOUTPOSTAPX.	CBL-OUTPOST-APX	EA	\$ 230.00	\$ 218.50	1/1/2022
Replacement cable that connects an Outpost to a Kenwood NX5700 mobile radio. Requires license included with previously purchased DSOUTPOSTKENWOOD	CBL-OUTPOST-KENWOOD-MOBIL	EA	\$ 230.00	\$ 218.50	1/1/2022
Kit to add support 1 EDACS Radio. Includes hardware adapter, cabling, driver, and software license. Does not include Outpost	OUTPOST-EDACS	EA	\$ 2,068.00	\$ 1,964.60	1/1/2022
Kit to add support for (1) each Genesis GenSpout SmartNet/SmartZone/Astro endpoint data interface. Includes cable and software license; Outpost purchased separately. All Genesis products purchased through Genesis.	OUTPOST-GENSPOUT	EA	\$ 1,031.00	\$ 979.45	1/1/2022
Kit to add support for (1) each iDEN iSpace radio endpoint. Includes cable; Outpost purchased separately.	OUTPOST-IDEN	EA	\$ 1,031.00	\$ 979.45	1/1/2022
Kit to add support for (1) each Kenwood mobile endpoint. Includes Software License. Cable included at no charge; Outpost purchased separately.	OUTPOST-KENWOOD-MOBILE	EA	\$ 1,031.00	\$ 979.45	1/1/2022
OUTPOSTPLUS RADIO GATEWAY, VOIP, 2 PORT, POE, P/S NOT INCLUDED.	OUTPOSTPLUS-2R	EA	\$ 2,275.00	\$ 2,161.25	1/1/2022
OUTPOSTPLUS RADIO GATEWAY, VOIP, 4 PORT, POE, P/S NOT INCLUDED.	OUTPOSTPLUS-4R	EA	\$ 3,975.00	\$ 3,776.25	1/1/2022
OUTPOSTPLUS KIT TO ADD SUPPORT FOR (1) EACH MOTOROLA APX MOBILE ENDPOINT. INCLUDES LICENSE AND CABLE.	DSOUTPOSTPLUSAPXMO	EA	\$ 1,031.00	\$ 979.45	1/1/2022
OUTPOSTPLUS POWER CORD, ARGENTINA	OUTPOSTPLUS-PWR-ARG	EA	\$ 14.50	\$ 13.78	1/1/2022
OUTPOSTPLUS POWER CORD, AUSTRALIA	OUTPOSTPLUS-PWR-AUS	EA	\$ 14.50	\$ 13.78	1/1/2022
OUTPOSTPLUS POWER CORD, BRAZIL	OUTPOSTPLUS-PWR-BRAZ	EA	\$ 14.50	\$ 13.78	1/1/2022
OUTPOSTPLUS CONFIGURATION TOOL. 1 REQUIRED PER SITE.	OUTPOSTPLUS-CFG	EA	\$ 200.00	\$ 190.00	1/1/2022
OUTPOSTPLUS POWER CORD, EUROPE	OUTPOSTPLUS-PWR-EURO	EA	\$ 14.50	\$ 13.78	1/1/2022
OUTPOSTPLUS POWER CORD, KOREA	OUTPOSTPLUS-PWR-KOREA	EA	\$ 14.50	\$ 13.78	1/1/2022
OUTPOSTPLUS POWER SUPPLY, NO POWER CORD	OUTPOSTPLUS-PS	EA	\$ 100.00	\$ 95.00	1/1/2022
OUTPOSTPLUS POWER SUPPLY, NORTH AMERICA	OUTPOSTPLUS-PS-NA	EA	\$ 100.00	\$ 95.00	1/1/2022
OUTPOSTPLUS RACKMOUNT SHELF (HOLDS 2 UNITS)	OUTPOSTPLUS-SHELF	EA	\$ 200.00	\$ 190.00	1/1/2022
OUTPOSTPLUS POWER CORD, UK	OUTPOSTPLUS-PWR-UK	EA	\$ 14.50	\$ 13.78	1/1/2022

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<u>DESCRIPTION</u>	<u>PART NUMBER</u>	<u>UNIT</u>	<u>LIST PRICE</u>	<u>NET PRICE</u>	<u>EFFECTIVE DATE</u>
OUTPOSTPLUS UPGRADE FROM OUTPOSTPLUS-2R TO OUTPOSTPLUS-4R (HARDWARE NOT INCLUDED)	OUTPOSTPLUS-UPG-4R	EA	\$ 1,795.00	\$ 1,705.25	1/1/2022
OUTPOSTPLUS POWER CORD, US	OUTPOSTPLUS-PWR-US	EA	\$ 14.50	\$ 13.78	1/1/2022
OUTPOSTPLUS KIT TO ADD SUPPORT FOR (1) EACH MOTOROLA XPR ENDPOINT. INCLUDES LICENSE AND CABLE.	OUTPOSTPLUS-XPR	EA	\$ 1,031.00	\$ 979.45	1/1/2022
3U RACK MOUNT SHELF (1-4 OUTPOST RADIOS)	OUTPOST-RACKMT-SHELF	EA	\$ 171.00	\$ 162.45	1/1/2022
3U RACK MOUNT SHELF (1-4 OUTPOST RADIOS) WITH RACKMOUNT PS	OUTPOST-RACKMT-PKG	EA	\$ 622.00	\$ 590.90	1/1/2022
Connector for OUTPOST Radio port that supports RJ45 cable for 2/4W tone keying and E&M applications.	OUTPOST-RJ-CONN	EA	\$ 52.00	\$ 49.40	1/1/2022
Kit to add support for (1) each OUTPOST / TAIT Mobile Radio with Line Interface Board. Includes Software License. Cable included at no charge; Outpost purchased separately.	OUTPOST-TAIT	EA	\$ 1,031.00	\$ 979.45	1/1/2022
Upgrade for P25 Supplemental license from 30 to 60 endpoints.	SFW-VPG-P25-60	EA	\$ 12,438.00	\$ 11,816.10	1/1/2022
Upgrade for P25 Supplemental license from 10 to 30 endpoints. Software Key.	SFW-P25-UPG-10-TO-30-SK	EA	\$ 8,292.00	\$ 7,877.40	1/1/2022
Upgrade for P25 Supplemental license from 30 to 60 endpoints. Software Key.	SFW-P25-UPG-30-TO-60-SK	EA	\$ 12,438.00	\$ 11,816.10	1/1/2022
Upgrade for P25 Supplemental license from 60 to 100 endpoints. Software Key.	SFW-P25-UPG-60-TO-100-SK	EA	\$ 9,857.00	\$ 9,364.15	1/1/2022
DAILY ALLOWANCE FOR EXPENSES	PERDIEM	EA	\$ 365.00	\$ 346.75	1/1/2022
24 ADDITIONAL INPUTS TO I/O PACKAGE (MAX 3 SUPPORTED)	PKG-INPUT-EXP	EA	\$ 2,068.00	\$ 1,964.60	1/1/2022
Input Package for Scout, includes one each 24-input rack mount panel and power supply. 25 pr cabling is optionally purchased, DSPKG-INST-AUX-XX.	PKG-INPUT-VPGATE	EA	\$ 2,586.00	\$ 2,456.70	1/1/2022
AUXILIARY IO PKG CABLING, 25 FT CABLE	PKG-INST-AUX-25	EA	\$ 797.00	\$ 757.15	1/1/2022
AUXILIARY I/O CABLING PACKAGE, 50 FT CBL	PKG-INST-AUX-50	EA	\$ 1,082.00	\$ 1,027.90	1/1/2022
I/O PACKAGE FOR SCOUT -24 INPUT/24 OUTPUT, POWER SUPPLY	PKG-IO-VPGATE	EA	\$ 4,145.00	\$ 3,937.75	1/1/2022
Output Package for Scout, includes one each 24-output rack mount panel and power supply. 25 pr cabling is optionally purchased, DSPKG-INST-AUX-XX.	PKG-OUTPUT-VPGATE	EA	\$ 2,586.00	\$ 2,456.70	1/1/2022
24 ADDITIONAL RELAY OUTPUTS TO I/O PACKAGE (MAX 3 SUPPORTED)	PKG-RELAY-EXP	EA	\$ 2,068.00	\$ 1,964.60	1/1/2022
Spare 12VDC/10A 3U rack mount power supply for OUTPOST-RACKMT-PKG or PKG-IO-VPGATE.	PS-12V-10A-RM	EA	\$ 348.00	\$ 330.60	1/1/2022
Rack Mount 1U Universal AC input, 12VDC 900W output. N+1 Redundant supply with 3 hot-swap bays, 2 populated.	PS-12V-3BAY-AC	EA	\$ 4,555.00	\$ 4,327.25	1/1/2022
Charge for accepting returned goods after crediting the customer the purchase price.	RESTOCKING FEE	EA	\$ 1.00	\$ 0.95	1/1/2022
Radio Internet Communication Module with partner ACG Systems. Includes 1 port advanced model RICMZ, 120AC/12VDC power supply, RIC-M license, and standard one year warranty.	RICMZ-ACG	EA	\$ 2,500.00	\$ 2,375.00	1/1/2022
RIC-M 50 Pin Proprietary Ribbon Cable for Quantar to RIC-M with Partner ACG Systems	RICMZ-ACG-QUANTAR	EA	\$ 500.00	\$ 475.00	1/1/2022

NASPO VALUEPOINT CONTRACT 06913 PUBLIC SAFETY COMMUNICATIONS EQUIPMENT - AVTEC *

<u>DESCRIPTION</u>	<u>PART NUMBER</u>	<u>UNIT</u>	<u>LIST PRICE</u>	<u>NET PRICE</u>	<u>EFFECTIVE DATE</u>
Relay Rack, 4 Post, 84" Height, 45U mounting space, 19" EIA standard width.	RR-4P-84-45U	EA	\$ 850.00	\$ 807.50	1/1/2022
TWO-POST RELAY RACK IN CLEAR ALUMINUM FINISH, 72 INCHES IN HEIGHT, 38U	RR-72-38U	EA	\$ 679.00	\$ 645.05	1/1/2022
TWO-POST RELAY RACK IN CLEAR ALUMINUM FINISH, 84 INCHES IN HEIGHT, 45U	RR-84-45U	EA	\$ 736.00	\$ 699.20	1/1/2022
Relay Rack, 45, 7FT HT, SIEMSMIC ZONE 4	RR-84-45U-Z4	EA	\$ 2,384.00	\$ 2,264.80	1/1/2022
Two-post Relay Rack in clear aluminum finish, 90 inches in Height, 48U mounting space	RR-90-48U	EA	\$ 793.00	\$ 753.35	1/1/2022
One additional year of ScoutCare. Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access.	SCOUTCARE	EA	Individually Quoted		1/1/2022
One additional year of ScoutCare. Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access.	SCOUTCARE-T1	EA	Individually Quoted		1/1/2022
ScoutCare POS Long Term : 4 to 5 Year Annual Extended Software Maintenance Program purchased at Point of Sale. Price is 12% of list price of all Software Licenses purchased at Point of Sale. Only applicable to Scout Select system orders.	SCOUTCARE-T1-POS-LT	EA	Individually Quoted		1/1/2022
ScoutCare POS Short Term : 1 to 3 Year Annual Extended Software Maintenance Program purchased at Point of Sale. Price is 13% of list price of all Software Licenses purchased at Point of Sale. Only applicable to Scout Select system orders.	SCOUTCARE-T1-POS-ST	EA	Individually Quoted		1/1/2022
DEMO KEY (WITH FEATURES BELOW), 1 SCOUT EX CONSOLE, 1 EMT SITE HIGH AVAILABILITY, 2 IDAS CONVENTIONAL, 2 P25 2 MOTOTRBO IPSC2 MOTOTRBO (MTCP, LCP), 4 SCOUTLINK CONNECTIONS, 2 DMR-AIS2 NXDN/IDAS, ADVANCED RADIO ENCRYPTION, 20 VPGATE " LICENSES, 10 VPGATE " LICENSES	SCOUT-DEMO-KEY	EA	\$ 275.00	\$ 261.25	1/1/2022
DEMO KEY (WITH FEATURES BELOW), 1 SCOUT EX CONSOLE, 1 EMT SITE HIGH AVAILABILITY, 2 IDAS CONVENTIONAL, 2 P25 2 MOTOTRBO IPSC2 MOTOTRBO (MTCP, LCP), 4 SCOUTLINK CONNECTIONS, 2 DMR-AIS2 NXDN/IDAS, ADVANCED RADIO ENCRYPTION, 20 VPGATE " LICENSES, 10 VPGATE " LICENSES	SCOUT-DEMO-KEY-SK	EA	\$ 275.00	\$ 261.25	1/1/2022
DEMO KIT (WITH FEATURES BELOW), 1 SCOUT-DEMO-KEY, PC / TOUCHSCREEN / KBD & MOUSE, SCOUT SOFTWARE, AVTEC USB SPEAKERS(2), AVTEC USB MIC, AVTEC USB JACKBOX, HANDSET, ETHERNET SWITCH, CABLES, PELICAN 1615 CASE W/CUSTOM FOAM	SCOUT-DEMO-KIT	EA	\$ 3,600.00	\$ 3,420.00	1/1/2022
Upgrades the license of a Scout Select 400 Basic Console To Scout Select 800 Basic Console or Scout Select 400 Advance Console to Scout Select 800 Advance Console.	SFW-SCOUT-SEL-UPG-800	EA	\$ 3,000.00	\$ 2,850.00	1/1/2022

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<u>DESCRIPTION</u>	<u>PART NUMBER</u>	<u>UNIT</u>	<u>LIST PRICE</u>	<u>NET PRICE</u>	<u>EFFECTIVE DATE</u>
Scout software developer kit for CAD system integration. Includes CAD API documentation, reference guide design documents, source code examples, CAD simulator, WireShark dissector plugin, and two hours of developer to developer support. Requires NDA.	SDK-API-CAD	EA	\$ 10,360.00	\$ 9,842.00	1/1/2022
Scout 100 Advanced Package includes licenses for a Scout 100 Advanced Console, 32 ScoutLink connections, and a Redundant Advanced Mini VPGate with 12 A / 12 B licenses. Software license version.	SFW-SCOUT-100-ADV-PKG-SK	EA	\$ 7,195.00	\$ 6,835.25	1/1/2022
Includes license for a Scout 100 Advanced Console. May be purchased as an add-on to any Scout 100 Advanced Package, Scout 400 Advanced Package or Scout 800 Advanced Package. Software license version.	SFW-SCOUT-100-ADV-SK	EA	\$ 2,295.00	\$ 2,180.25	1/1/2022
Scout 100 Advanced Package includes licenses for a Scout 100 Advanced Console, 32 ScoutLink connections, and a Redundant Basic Mini VPGate with 12A /12B licenses for use with MOTOTRBO. Software License version.	SFW-SCOUT-100-MTCP-PKG-SK	EA	\$ 7,195.00	\$ 6,835.25	1/1/2022
Includes license for a Scout 100 Advanced Console for use with MOTOTRBO. May be purchased as an add-on to any Scout 100 Advanced Package. Software License version.	SFW-SCOUT-100-MTCP-SK	EA	\$ 2,295.00	\$ 2,180.25	1/1/2022
Scout 400 Advanced Package includes licenses for a Scout 400 Advanced Console and an Advanced Mini VPGate. Software Key.	SFW-SCOUT-400-ADV-PKG-SK	EA	\$ 14,595.00	\$ 13,865.25	1/1/2022
Includes license for a Scout 400 Advanced Console. May be purchased as an add-on to any Scout 400 Advanced Package or Scout 800 Advanced Package. Software Key.	SFW-SCOUT-400-ADV-SK	EA	\$ 9,995.00	\$ 9,495.25	1/1/2022
Scout 400 Advanced Package includes licenses for a Scout 400 Advanced Console and Advanced Mini VPGate for use with MOTOTRBO. Software License version.	SFW-SCOUT-400-MTCP-PKG-SK	EA	\$ 14,595.00	\$ 13,865.25	1/1/2022
Includes license for a Scout 400 Advanced Console for use with MOTOTRBO. May be purchased as an add-on to any Scout 400 MTCP Package. Software License version.	SFW-SCOUT-400-MTCP-SK	EA	\$ 9,995.00	\$ 9,495.25	1/1/2022
Scout 400 Basic Package includes licenses for a Scout 400 Basic Console and a Basic Mini VPGate.	SFW-SCOUT-400-PKG-SK	EA	\$ 9,995.00	\$ 9,495.25	1/1/2022
Includes license for a Scout 400 Basic Console. May be purchased as an add-on to any Scout 400 Basic Package or Scout 800 Basic Package.	SFW-SCOUT-400-SK	EA	\$ 6,995.00	\$ 6,645.25	1/1/2022
Scout 800 Advanced Package includes licenses for a Scout 800 Advanced Console and an Advanced Mini VPGate. Software Key.	SFW-SCOUT-800-ADV-PKG-SK	EA	\$ 15,995.00	\$ 15,195.25	1/1/2022
Includes license for a Scout 800 Advanced Console. May be purchased as an add-on to any Scout 800 Advanced Package. Software Key.	SFW-SCOUT-800-ADV-SK	EA	\$ 12,495.00	\$ 11,870.25	1/1/2022
Scout 800 Advanced Package includes licenses for a Scout 800 Advanced Console and Advanced Mini VPGate for use with MOTOTRBO. Software License version.	SFW-SCOUT-800-MTCP-PKG-SK	EA	\$ 15,995.00	\$ 15,195.25	1/1/2022

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<u>DESCRIPTION</u>	<u>PART NUMBER</u>	<u>UNIT</u>	<u>LIST PRICE</u>	<u>NET PRICE</u>	<u>EFFECTIVE DATE</u>
Includes license for a Scout 800 Advanced Console for use with MOTOTRBO. May be purchased as an add-on to any Scout 800 MTCP Package. Software License version.	SFW-SCOUT-800-MTCP-SK	EA	\$ 12,495.00	\$ 11,870.25	1/1/2022
Scout 800 Basic Package includes licenses for a Scout 800 Basic Console and a Basic Mini VPGate.	SFW-SCOUT-800-PKG-SK	EA	\$ 11,595.00	\$ 11,015.25	1/1/2022
Includes license for a Scout 800 Basic Console. May be purchased as an add-on to any Scout 800 Basic Package.	SFW-SCOUT-800-SK	EA	\$ 8,495.00	\$ 8,070.25	1/1/2022
Redundant Scout Audio Bridge Site License. Requires additional patch licenses DSSFWABPATCH.	SFW-AB	EA	\$ 100.00	\$ 95.00	1/1/2022
Non-Redundant Scout Audio Bridge Site License. Requires additional patch licenses DSSFWABPATCHNR.	SFW-AB-NR	EA	\$ 100.00	\$ 95.00	1/1/2022
Non-Redundant Audio Bridge Site License service. Software License Version. **Must be ordered in conjunction with DSSFWABPATCHNR**	SFW-AB-NR-SK	EA	\$ 100.00	\$ 95.00	1/1/2022
Redundant Scout Audio Bridge Patch License. Requires additional site license DSSFWAB.	SFW-AB-PATCH	EA	\$ 3,600.00	\$ 3,420.00	1/1/2022
Non-Redundant Scout Audio Bridge Patch License. Requires additional site license DSSFWABNR.	SFW-AB-PATCH-NR	EA	\$ 2,100.00	\$ 1,995.00	1/1/2022
Redundant Audio Bridge Site License service. Software License Version. **Must be ordered in conjunction with DSSFWABPATCH**	SFW-AB-SK	EA	\$ 100.00	\$ 95.00	1/1/2022
Includes a license for a Scout Enterprise Console with Software Audio Package with all features and functionality of Scout EX Console. Scout E4 enables access to a maximum of (4) Conventional and/or Trunked channels concurrently. Includes IRR.	SFW-SCOUT-E4-T2	EA	\$ 9,995.00	\$ 9,495.25	1/1/2022
Scout E4 Console - Tier 2 includes a license for a Scout Enterprise Console with Software Audio Package with all features and functionality of Scout EX Console. Scout E4 enables access to a maximum of 4 Conventional and/or Trunked channels concurrently. Includes IRR. Software License version.	SFW-SCOUT-E4-T2-SK	EA	\$ 9,995.00	\$ 9,495.25	1/1/2022
Includes a license for a Scout Enterprise Console with Software Audio Package with all features and functionality of Scout EX Console. Scout E8 enable access to a maximum of (8) Conventional and/or Trunked channels concurrently. Includes IRR.	SFW-SCOUT-E8-T2	EA	\$ 12,495.00	\$ 11,870.25	1/1/2022
Scout E8 Console - Tier 2 includes a license for a Scout Enterprise Console with Software Audio Package with all features and functionality of Scout EX Console. Scout E8 enables access to a maximum of 8 Conventional and/or Trunked channels concurrently. Includes IRR. Software License version.	SFW-SCOUT-E8-T2-SK	EA	\$ 12,495.00	\$ 11,870.25	1/1/2022
Enterprise Management Tool software license, Level 0, Enables Resource Pro Premium Feature, Software Key	SFW-EMT-L0-SK	EA	\$ 9,450.00	\$ 8,977.50	1/1/2022
Enterprise Management Tool software license, Level 1, Max 4-sites or 25 console seats, Software Key	SFW-EMT-L1-SK	EA	\$ 31,095.00	\$ 29,540.25	1/1/2022

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<u>DESCRIPTION</u>	<u>PART NUMBER</u>	<u>UNIT</u>	<u>LIST PRICE</u>	<u>NET PRICE</u>	<u>EFFECTIVE DATE</u>
Enterprise Management Tool software license, Level 2, Max 4-sites or 50 console seats, Software Key	SFW-EMT-L2-SK	EA	\$ 62,190.00	\$ 59,080.50	1/1/2022
Enterprise Management Tool software license, Level 3, Max 4-sites or 100 console seats, Software Key	SFW-EMT-L3-SK	EA	\$ 124,380.00	\$ 118,161.00	1/1/2022
Enterprise Management Tool software license, Level 4, Max 5-sites or 200 console seats, Software Key	SFW-EMT-L4-SK	EA	\$ 155,475.00	\$ 147,701.25	1/1/2022
Enterprise Management Tool software license, Level 5, Max 10-sites or 200 console seats, Software Key	SFW-EMT-L5-SK	EA	\$ 290,220.00	\$ 275,709.00	1/1/2022
Licensing required to enable Enterprise Management Tools which incorporates management of a multi-site, multi-role Scout system via a single management infrastructure. The Enterprise Management Tools include Multi-user Administration, System Configuration, Multi-site Intercoms, System Diagnostics and Troubleshooting, System Operational Reporting, and System Licensing. Enables the Enterprise Endpoint Editor for Scout Manager and also enables Scout's ResourcePro screen control for Scout consoles. Required for systems that include up to 300 Scout Console positions and/or 15 Sites. Contains 1 active license and 1 cold standby license.	SFW-EMT-L6	EA	\$ 419,783.00	\$ 398,793.85	1/1/2022
Enterprise Management Tool software license, Level 6, Max 15-sites or 300 console seats, Software Key	SFW-EMT-L6-SK	EA	\$ 419,783.00	\$ 398,793.85	1/1/2022
Enterprise Management Tool software license, Level 7, Max 20-sites or 500 console seats, Software Key	SFW-EMT-L7-SK	EA	\$ 518,250.00	\$ 492,337.50	1/1/2022
Enterprise Management Tool software license, Level 8, Max 20-sites or 800 console seats, Software Key	SFW-EMT-L8-SK	EA	\$ 829,200.00	\$ 787,740.00	1/1/2022
Licensing required to enable Enterprise Management Tools which incorporates management of a multi-site, multi-role Scout system via a single management infrastructure. The Enterprise Management Tools include Multi-user Administration, System Configuration, Multi-site Intercoms, System Diagnostics and Troubleshooting, System Operational Reporting, and System Licensing. Enables the Enterprise Endpoint Editor for Scout Manager and also enables Scout's ResourcePro screen control for Scout consoles. Required for systems that include up to 600 Scout Console positions and/or 60 Sites. Contains 1 active license and 1 cold standby license. Software Key version.	SFW-EMT-L9-SK	EA	\$ 974,900.00	\$ 926,155.00	1/1/2022
Scout Enterprise Console; includes a license for a Scout Enterprise Console with Software Audio Package that enables access to Conventional and Trunked radios. Includes IRR.	SFW-SCOUT-EX-T2	EA	\$ 16,595.00	\$ 15,765.25	1/1/2022
Scout EX Console - Tier 2 includes a license for a Scout Enterprise Console with Software Audio Package that enables access to Conventional and Trunked radios. Includes IRR. Software Key.	SFW-SCOUT-EX-T2-SK	EA	\$ 16,595.00	\$ 15,765.25	1/1/2022

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DESCRIPTION	PART NUMBER	UNIT	LIST PRICE	NET PRICE	EFFECTIVE DATE
Scout EX Console - Tier 2 Scout Enterprise Console with Software Audio Package. Includes Scout EX Runtime MOTOTRBO Licensed Pool License, DMS Seat licenses, P25 Trunked, NXDN Trunked, DMR Trunked, and IRR. Windows 10 PC, Monitor, and USB accessories not included. Software license only. USE with DSEXMTCPPOOLKEYSK for new pools.	SFW-SCOUT-EX-MTCP-POOL-T2	EA	\$ 24,895.00	\$ 23,650.25	1/1/2022
Scout EX Console - Tier 1 Scout Enterprise Console with Software Audio Package. Includes Scout EX Runtime Pool License, DMS Seat License, P25 Conventional, NXDN Conventional, DMR Conventional, and IRR. Windows 10 PC, Monitor, and USB accessories not included. Software License only. USE with DSEXPOOLKEYSK for new pools.	SFW-SCOUT-EX-POOL-T1-SK	EA	\$ 17,995.00	\$ 17,095.25	1/1/2022
License to add MDC1200 ANI capability to an OUTPOST-2R endpoint, 1 required per channel.	SFW-MDC-1	EA	\$ 513.00	\$ 487.35	1/1/2022
API LICENSE FOR SCOUT CONSOLE, INDIRECT	SFW-SCOUT-API	EA	\$ 1,031.00	\$ 979.45	1/1/2022
Includes a license for a Scout Enterprise Console with Software Audio Package with all features and functionality of Scout EX Console. Scout E4 enables access to a maximum of (4) Conventional and/or Trunked channels concurrently. Includes IRR. Software License version.	SFW-SCOUT-E4-T2-SK	EA	\$ 9,995.00	\$ 9,495.25	1/1/2022
Scout E4 Console - Tier 1 includes a license for a Scout Enterprise Console with Software Audio Package with all features and functionality of Scout EX Console. Scout E4 enables access to maximum of 4 channels concurrently. Includes IRR. Software License version.	SFW-SCOUT-E4-T1-SK	EA	\$ 6,995.00	\$ 6,645.25	1/1/2022
Includes a license for a Scout Enterprise Console with Software Audio Package with all features and functionality of Scout EX Console. Scout E8 enables access to a maximum of (8) Conventional and/or Trunked channels concurrently. Includes IRR. Software License version.	SFW-SCOUT-E8-T2-SK	EA	\$ 12,495.00	\$ 11,870.25	1/1/2022
Scout E8 Console - Tier 1 includes a license for a Scout Enterprise Console with Software Audio Package with all features and functionality of Scout EX Console. Scout E8 enables access to maximum of 8 channels concurrently. Includes IRR. Software License version.	SFW-SCOUT-E8-T1-SK	EA	\$ 8,495.00	\$ 8,070.25	1/1/2022
Scout Enterprise console; includes a license for a Scout Enterprise Console with Software Audio Package that enables access to Conventional and Trunked radios. Includes IRR. Software Key	SFW-SCOUT-EX-T2-SK	EA	\$ 16,595.00	\$ 15,765.25	1/1/2022
Scout EX Console - Tier 1 includes a license for a Scout Enterprise Console with Software Audio Package. Includes IRR. Software Key version.	SFW-SCOUT-EX-T1-SK	EA	\$ 11,995.00	\$ 11,395.25	1/1/2022
Scout EX upgrade for ScoutCare customers with Hardware Media Workstations (HMWS), upgrade includes two Avtec USB Speakers. Customer responsible for decommissioning HMWS units. Customer required to provide a list of decommissioned HMWS serial numbers to Avtec.	SFW-SCOUT-HW-UPG	EA	\$ 6,895.00	\$ 6,550.25	1/1/2022

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<u>DESCRIPTION</u>	<u>PART NUMBER</u>	<u>UNIT</u>	<u>LIST PRICE</u>	<u>NET PRICE</u>	<u>EFFECTIVE DATE</u>
Software license for integrated, multi-channel IRR recorder for Scout Console Positions. One required per Tier 1 console, included with Tier 2 consoles.	SFW-SCOUT-IRR	EA	\$ 1,550.00	\$ 1,472.50	1/1/2022
License add-on for Scout console to enable remote operation over a unicast WAN. Includes Frontier.	SFW-SCOUT-MB	EA	\$ 6,219.00	\$ 5,908.05	1/1/2022
License add-on for Scout console to enable remote operation over a unicast WAN. Includes Frontier.	SFW-SCOUT-MB-SK	EA	\$ 6,219.00	\$ 5,908.05	1/1/2022
Upgrades the license of a Scout E4 or E8 Console with Software Audio package to Scout EX of equivalent tier.	SFW-SCOUT-UPG-EX	EA	\$ 7,000.00	\$ 6,650.00	1/1/2022
Upgrades Tier 1 Scout Enterprise Console with Software or Hardware Audio package to Tier 2. Tier 2 console license includes Tier 1 capabilities plus console seat license to communicate to P25 Trunked, DMR Trunked, MPT Trunked, or NXDN Trunked systems. Does not upgrade EX console pool licenses	SFW-SCOUT-UPG-T2	EA	\$ 5,000.00	\$ 4,750.00	1/1/2022
RED. SCOUTLINK SOFTWARE SITE LICENSE	SFW-SL	EA	\$ 109.00	\$ 103.55	1/1/2022
RED. SCOUTLINK SOFTWARE EP CONNECTION LICENSE	SFW-SL-CONNECT	EA	\$ 829.00	\$ 787.55	1/1/2022
NON-RED. SCOUTLINK SOFTWARE EP CONNECTION LICENSE	SFW-SL-CONNECT-NR	EA	\$ 518.00	\$ 492.10	1/1/2022
NON-RED. SCOUTLINK SOFTWARE EP CONNECTION LICENSE, SOFTWARE KEY	SFW-SL-CONNECT-NR-SK	EA	\$ 518.00	\$ 492.10	1/1/2022
License for a single, redundant audio connection to ScoutLink. Software version.	SFW-SL-CONNECT-SK	EA	\$ 829.00	\$ 787.55	1/1/2022
NON-RED. SCOUTLINK SOFTWARE SITE LICENSE	SFW-SL-NR	EA	\$ 67.00	\$ 63.65	1/1/2022
ScoutLink Licensing for non-redundant servers, Software version.	SFW-SL-NR-SK	EA	\$ 67.00	\$ 63.65	1/1/2022
ScoutLink Licensing for redundant servers, Software version.	SFW-SL-SK	EA	\$ 109.00	\$ 103.55	1/1/2022
Supplementary VPGate P25 DFSI endpoint license, requires DSSFWVPGXXXX. Supports up to 10 each non-redundant P25 DFSI endpoints. Software license version.	SFW-VPG-DFSI-10-NR-SK	EA	\$ 5,830.00	\$ 5,538.50	1/1/2022
Supplementary VPGate P25 DFSI endpoint license, requires DSSFWVPG-XXX. Supports up to 10 each redundant P25 DFSI endpoints. Software license version.	SFW-VPG-DFSI-10-SK	EA	\$ 9,323.00	\$ 8,856.85	1/1/2022
Supplementary VPGate P25 DFSI endpoint license, requires DSSFWVPG-XXXX. Supports up to 1 each non-redundant P25 DFSI endpoints. Software license version.	SFW-VPG-DFSI-1-NR-SK	EA	\$ 649.00	\$ 616.55	1/1/2022
Supplementary VPGate P25 DFSI endpoint license, requires DSSFWVPGXXXX. Supports up to 1 each redundant P25 DFSI endpoints. Software license version.	SFW-VPG-DFSI-1-SK	EA	\$ 1,031.00	\$ 979.45	1/1/2022
Supplementary VPGate P25 DFSI endpoint license, requires DSSFWVPG-XXXX. Supports up to 2 each non-redundant P25 DFSI endpoints. Software license version.	SFW-VPG-DFSI-2-NR-SK	EA	\$ 1,296.00	\$ 1,231.20	1/1/2022
Supplementary VPGate P25 DFSI endpoint license, requires DSSFWVPGXXXX. Supports up to 2 each redundant P25 DFSI endpoints. Software license version.	SFW-VPG-DFSI-2-SK	EA	\$ 2,068.00	\$ 1,964.60	1/1/2022

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<u>DESCRIPTION</u>	<u>PART NUMBER</u>	<u>UNIT</u>	<u>LIST PRICE</u>	<u>NET PRICE</u>	<u>EFFECTIVE DATE</u>
Supplementary VPGate P25 DFSI endpoint license, requires DSSFWVPG-XXXX. Supports up to 6 each non-redundant P25 DFSI endpoints. Software license version.	SFW-VPG-DFSI-6-NR-SK	EA	\$ 3,887.00	\$ 3,692.65	1/1/2022
Supplementary VPGate P25 DFSI endpoint license, requires SFW-VPG-XXXX. Supports up to 6 each redundant P25 DFSI endpoints. Software license version.	SFW-VPG-DFSI-6-SK	EA	\$ 6,214.00	\$ 5,903.30	1/1/2022
Supplementary VPGate Tier 2 DMR radio endpoint license, requires DSSFWVPGxxxx. Supports up to 100 each redundant DMR conventional wire-line IP endpoints. Software Key version.	SFW-VPG-DMR2-100-SK	EA	\$ 25,913.00	\$ 24,617.35	1/1/2022
Supplementary VPGate Tier 2 DMR radio endpoint license, requires DSSFWVPGxxxx. Supports up to 10 each redundant DMR conventional wire-line IP endpoints. Software Key version.	SFW-VPG-DMR2-10-SK	EA	\$ 2,591.00	\$ 2,461.45	1/1/2022
Supplementary VPGate Tier 2 DMR radio endpoint license, requires DSSFWVPGxxxx. Supports up to 2 each redundant DMR conventional wire-line IP endpoints. Software Key version.	SFW-VPG-DMR2-2-SK	EA	\$ 518.00	\$ 492.10	1/1/2022
Supplementary VPGate Tier 2 DMR radio endpoint license, requires DSSFWVPGxxxx. Supports up to 30 each redundant DMR conventional wire-line IP endpoints. Software Key version.	SFW-VPG-DMR2-30-SK	EA	\$ 7,774.00	\$ 7,385.30	1/1/2022
Supplementary VPGate Tier 2 DMR radio endpoint license, requires DSSFWVPGxxxx. Supports up to 60 each redundant DMR conventional wire-line IP endpoints. Software Key version.	SFW-VPG-DMR2-60-SK	EA	\$ 15,548.00	\$ 14,770.60	1/1/2022
Supplementary VPGate Tier 3 DMR radio endpoint license, requires DSSFWVPGXXXX. Supports up to 100 each Non-Redundant DMR trunking wire-line IP endpoints. Software Key version.	SFW-VPG-DMR3-100-NR-SK	EA	\$ 25,797.00	\$ 24,507.15	1/1/2022
Supplementary VPGate Tier 3 DMR radio endpoint license, requires DSSFWVPGXXXX. Supports up to 100 each redundant DMR trunking wire-line IP endpoints. Software Key version.	SFW-VPG-DMR3-100-SK	EA	\$ 40,947.00	\$ 38,899.65	1/1/2022
Supplementary VPGate Tier 3 DMR radio endpoint license, requires DSSFWVPGXXXX. Supports up to 16 each Non-Redundant DMR trunking wire-line IP endpoints. Software key version.	SFW-VPG-DMR3-16-NR-SK	EA	\$ 4,488.00	\$ 4,263.60	1/1/2022
Supplementary VPGate Tier 3 DMR radio endpoint license, requires DSSFWVPGXXXX. Supports up to 16 each redundant DMR trunking wire-line IP endpoints. Software key version.	SFW-VPG-DMR3-16-SK	EA	\$ 7,183.00	\$ 6,823.85	1/1/2022
Supplementary VPGate Tier 3 DMR radio endpoint license, requires DSSFWVPGXXXX. Supports up to 30 each Non-Redundant DMR trunking wire-line IP endpoints. Software Key version.	SFW-VPG-DMR3-30-NR-SK	EA	\$ 9,050.00	\$ 8,597.50	1/1/2022
Supplementary VPGate Tier 3 DMR radio endpoint license, requires DSSFWVPGXXXX. Supports up to 30 each redundant DMR trunking wire-line IP endpoints. Software Key version.	SFW-VPG-DMR3-30-SK	EA	\$ 14,361.00	\$ 13,642.95	1/1/2022

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<u>DESCRIPTION</u>	<u>PART NUMBER</u>	<u>UNIT</u>	<u>LIST PRICE</u>	<u>NET PRICE</u>	<u>EFFECTIVE DATE</u>
Supplementary VPGate Tier 3 DMR radio endpoint license, requires DSSFWVPGXXXX. Supports up to 60 each Non-Redundant DMR trunking wire-line IP endpoints. Software Key version.	SFW-VPG-DMR3-60-NR-SK	EA	\$ 16,785.00	\$ 15,945.75	1/1/2022
Supplementary VPGate Tier 3 DMR radio endpoint license, requires DSSFWVPGXXXX. Supports up to 60 each redundant DMR trunking wire-line IP endpoints. Software Key version.	SFW-VPG-DMR3-60-SK	EA	\$ 26,643.00	\$ 25,310.85	1/1/2022
Non-Redundant Supplementary VPGate License that enables High Availability for up to 100 SIP endpoints. Requires DSSFWVPGXXXX. Software license version.	SFW-VPG-HA-100-NR-SK	EA	\$ 12,500.00	\$ 11,875.00	1/1/2022
Supplementary VPGate license that enables High Availability for up to 100 SIP endpoints. Requires DSSFWVPGXXXX. Software license version.	SFW-VPG-HA-100-SK	EA	\$ 25,000.00	\$ 23,750.00	1/1/2022
Supplementary VPGate license that enables High Availability for up to 12 SIP endpoints. Requires DSSFWVPGXXXX. Software license version.	SFW-VPG-HA-12-SK	EA	\$ 3,000.00	\$ 2,850.00	1/1/2022
Supplementary VPGate license that enables High Availability for up to 20 SIP endpoints. Requires DSSFWVPGXXXX. Software License version.	SFW-VPG-HA-20-SK	EA	\$ 5,000.00	\$ 4,750.00	1/1/2022
Supplementary VPGate license that enables High Availability for up to 40 SIP endpoints. Requires DSSFWVPGXXXX. Software license version.	SFW-VPG-HA-40-SK	EA	\$ 10,000.00	\$ 9,500.00	1/1/2022
Supplementary VPGate MOTOTRBO endpoint license, requires DSSFWVPGXXXX. Supports up to 100 each redundant IP Site Connect endpoints. Software license version.	SFW-VPG-TRBO-IPSC-100-SK	EA	\$ 25,913.00	\$ 24,617.35	1/1/2022
Supplementary VPGate MOTOTRBO endpoint license, requires DSSFWVPGXXXX. Supports up to 10 each redundant IP Site Connect endpoints. Software license version.	SFW-VPG-TRBO-IPSC-10-SK	EA	\$ 2,591.00	\$ 2,461.45	1/1/2022
Supplementary VPGate MOTOTRBO endpoint license, requires DSSFWVPGXXXX. Supports up to 30 each redundant IP Site Connect endpoints. Software license version.	SFW-VPG-TRBO-IPSC-30-SK	EA	\$ 7,774.00	\$ 7,385.30	1/1/2022
Supplementary VPGate MOTOTRBO endpoint license, requires DSSFWVPGXXXX. Supports up to 60 each redundant IP Site Connect endpoints. Software license version.	SFW-VPG-TRBO-IPSC-60-SK	EA	\$ 15,548.00	\$ 14,770.60	1/1/2022
P25 Key Management Facility License for AES encryption key management	SFW-VPG-KMF	EA	\$ 36,272.00	\$ 34,458.40	1/1/2022
P25 Key Management Facility License for AES encryption key management, Software Key.	SFW-VPG-KMF-SK	EA	\$ 36,272.00	\$ 34,458.40	1/1/2022
Redundant Frontier-Enabled VPGate Software License for a maximum of 24 endpoints; up to 12 may be "B" Licenses.	SFW-VPG-L0-FTR-SK	EA	\$ 16,579.00	\$ 15,750.05	1/1/2022
Non-Redundant VPGate Software License for a maximum of 24 endpoints; up to 12 may be "B" Licenses. Hasp key version.	SFW-VPG-L0-NR	EA	\$ 5,177.00	\$ 4,918.15	1/1/2022
Non-Redundant Frontier Enabled VPGate Software License for a maximum of 24 endpoints; up to 12 may be "B" Licenses. Software key.	SFW-VPG-L0-NR-FTR-SK	EA	\$ 10,360.00	\$ 9,842.00	1/1/2022
Non-Redundant VPGate Software License for a maximum of 24 endpoints; up to 12 may be "B" Licenses. Software license version.	SFW-VPG-L0-NR-SK	EA	\$ 5,177.00	\$ 4,918.15	1/1/2022

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DESCRIPTION	PART NUMBER	UNIT	LIST PRICE	NET PRICE	EFFECTIVE DATE
Redundant VPGate Software License for a maximum of 24 endpoints; up to 12 may be "B"; Licenses. Software license version.	SFW-VPG-L0-SK	EA	\$ 8,287.00	\$ 7,872.65	1/1/2022
REDUNDANT L1 BASE VPGate SW LIC, MAX 40 EP	SFW-VPG-L1	EA	\$ 16,579.00	\$ 15,750.05	1/1/2022
Redundant Frontier-enabled VPGate Software License for a maximum of 40 endpoints; up to 20 may be "B"; Licenses. Software license version.	SFW-VPG-L1-FTR-SK	EA	\$ 33,163.00	\$ 31,504.85	1/1/2022
Non-Redundant VPGate Software License for a maximum of 40 endpoints; up to 20 may be "B"; Licenses. Software Key.	SFW-VPG-L1-NR-SK	EA	\$ 10,357.00	\$ 9,839.15	1/1/2022
Redundant VPGate Software License for a maximum of 40 endpoints; up to 20 may be "B"; Licenses. Software license version.	SFW-VPG-L1-SK	EA	\$ 16,579.00	\$ 15,750.05	1/1/2022
REDUNDANT L2 BASE VPGate SW LIC, MAX 80 EP	SFW-VPG-L2	EA	\$ 35,236.00	\$ 33,474.20	1/1/2022
Redundant Frontier-enabled VPGate Software License for a maximum of 80 endpoints; up to 40 may be "B"; Licenses.	SFW-VPG-L2-FTR	EA	\$ 70,477.00	\$ 66,953.15	1/1/2022
Redundant Frontier-enabled VPGate Software License for a maximum of 80 endpoints; up to 40 may be "B"; Licenses. Software license version.	SFW-VPG-L2-FTR-SK	EA	\$ 70,477.00	\$ 66,953.15	1/1/2022
Non-Redundant VPGate Software License for a maximum of 80 endpoints; up to 40 may be "B"; Licenses. Software license version.	SFW-VPG-L2-NR-SK	EA	\$ 22,023.00	\$ 20,921.85	1/1/2022
Redundant VPGate Software License for a maximum of 80 endpoints; up to 40 may be "B"; Licenses. Software license version.	SFW-VPG-L2-SK	EA	\$ 35,236.00	\$ 33,474.20	1/1/2022
REDUNDANT L3 BASE VPGate SW LIC, MAX 160 EP	SFW-VPG-L3	EA	\$ 62,185.00	\$ 59,075.75	1/1/2022
Redundant Frontier-enabled VPGate Software License for a maximum of 160 endpoints; up to 100 may be "B"; Licenses. Software license version.	SFW-VPG-L3-FTR-SK	EA	\$ 124,375.00	\$ 118,156.25	1/1/2022
Non-Redundant VPGate Software License for a maximum of 160 endpoints; up to 100 may be "B"; Licenses. Software Key.	SFW-VPG-L3-NR-SK	EA	\$ 38,866.00	\$ 36,922.70	1/1/2022
Redundant VPGate Software License for a maximum of 160 endpoints; up to 100 may be "B"; Licenses. Software license version.	SFW-VPG-L3-SK	EA	\$ 62,185.00	\$ 59,075.75	1/1/2022
License add-on for VPGate to enable remote console unicast operation over WAN or Wi-Fi network, indirect channel. Order 1 EACH of this model for every individual VPGate in the system.	SFW-VPG-MB	EA	\$ 100.00	\$ 95.00	1/1/2022
Non-Redundant Mobile License add-on for VPGate to enable Frontier for Wifi, LTE or Frontier Seat Licenses. Used in conjunction with model DSSFWSCOUTMBSK. Software not licensed to communicate using mobile broadband devices over Cellular or LTE on MOTOTRBO networks unless authorized by Motorola Solutions. Software License Version.	SFW-VPG-MB-NR-SK	EA	\$ 100.00	\$ 95.00	1/1/2022

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DESCRIPTION	PART NUMBER	UNIT	LIST PRICE	NET PRICE	EFFECTIVE DATE
License add-on for VPGate to enable remote console unicast operation over WAN or Wi-Fi network, indirect channel. Order 1 EACH of this model for every individual VPGate in the system. Software License version.	SFW-VPG-MB-SK	EA	\$ 100.00	\$ 95.00	1/1/2022
Redundant L0 VPGATE REDUNDANT SW LIC - MAX 24 . MAX 12 "B"; LIC/16 CON PLUS OR LCP	SFW-VPG-MTCP-L0	EA	\$ 15,470.00	\$ 14,696.50	1/1/2022
Level 0 Frontier-enabled VPGate redundant software license for a maximum of 24 endpoints; up to 12 may be "B"; Licenses; up to 16 may be MOTOTRBO Connect Plus, Multi-Site Capacity Plus or Capacity Max talk group or private call endpoints. Software Key.	SFW-VPG-MTCP-L0-FTR-SK	EA	\$ 23,762.00	\$ 22,573.90	1/1/2022
REDUNDANT L0 VPGate SW LIC w/FTR, MAX 16 CONN+, Cap Max or LCP	SFW-VPG-MTCP-L0-FTR	EA	\$ 23,762.00	\$ 22,573.90	1/1/2022
Level 0 Frontier-enabled VPGate NONREDUNDANT software license for a maximum of 24 endpoints; up to 12 may be "B"; Licenses; up to 16 may be MOTOTRBO Connect Plus, Multi-Site Capacity Plus or Capacity Max talk group or private call endpoints. Software license version.	SFW-VPG-MTCP-L0NR-FTR-SK	EA	\$ 14,848.00	\$ 14,105.60	1/1/2022
Non Redundant L0 VPGATE REDUNDANT SW LIC - MAX 24 . MAX 12 "B"; LIC/16 CON PLUS OR LCP	SFW-VPG-MTCP-L0NR	EA	\$ 9,665.00	\$ 9,181.75	1/1/2022
NONREDUNDANT L0 VPGate SW LIC w/FTR, MAX 16 CONN+, Cap Max or LCP	SFW-VPG-MTCP-L0NR-FTR	EA	\$ 14,848.00	\$ 14,105.60	1/1/2022
Level 0 VPGate NONREDUNDANT software license for a maximum of 24 endpoints; up to 12 may be "B"; Licenses; up to 16 may be MOTOTRBO Connect Plus, Multi-Site Capacity Plus or Capacity Max talk group or private call endpoints. Software license version.	SFW-VPG-MTCP-L0NR-SK	EA	\$ 9,665.00	\$ 9,181.75	1/1/2022
Level 0 VPGate redundant software license for a maximum of 24 endpoints; up to 12 may be "B" Licenses; up to 16 may be MOTOTRBO Connect Plus, Multi-Site Capacity Plus or Capacity Max talk group or private call endpoints. Software Key.	SFW-VPG-MTCP-L0-SK	EA	\$ 15,470.00	\$ 14,696.50	1/1/2022
L1 VPGATE REDUN SW LIC - MAX 40 . MAX 20 "B"; LIC / 30 CON PLUS OR LCP	SFW-VPG-MTCP-L1	EA	\$ 30,940.00	\$ 29,393.00	1/1/2022
Level 1 Frontier-enabled VPGate redundant software license for a maximum of 40 endpoints; up to 20 may be "B"; Licenses; up to 30 may be MOTOTRBO Connect Plus, Multi-Site Capacity Plus or Capacity Max talk group or private call endpoints. Software Key.	SFW-VPG-MTCP-L1-SK	EA	\$ 47,520.00	\$ 45,144.00	1/1/2022
REDUNDANT L1 VPGate SW LIC w/FTR, MAX 30 CONN+, Cap Max or LCP	SFW-VPG-MTCP-L1-FTR	EA	\$ 47,520.00	\$ 45,144.00	1/1/2022
Level 1 VPGate Non-Redundant software license for a maximum of 40 endpoints; up to 20 may be "B"; Licenses; up to 30 may be MOTOTRBO Connect Plus, Multi-Site Capacity Plus or Capacity Max talk group or private call endpoints. Software Key.	SFW-VPG-MTCP-L1NR-SK	EA	\$ 19,330.00	\$ 18,363.50	1/1/2022
Level 1 VPGate redundant software license for a maximum of 40 endpoints; up to 20 may be "B" Licenses; up to 30 may be MOTOTRBO Connect Plus, Multi-Site Capacity Plus or Capacity Max talk group or private call endpoints. Software Key.	SFW-VPG-MTCP-L1-SK	EA	\$ 30,940.00	\$ 29,393.00	1/1/2022

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DESCRIPTION	PART NUMBER	UNIT	LIST PRICE	NET PRICE	EFFECTIVE DATE
L2 VPGATE REDUN SW LIC,80A/40B LIC / 60 CON PLUS OR LCP	SFW-VPG-MTCP-L2	EA	\$ 61,879.00	\$ 58,785.05	1/1/2022
Level 2 Frontier-enabled VPGate redundant software license for a maximum of 80 endpoints; up to 40 may be "B" Licenses; up to 60 may be MOTOTRBO Connect Plus, Multi-Site Capacity Plus or Capacity Max talk group or private call endpoints. Software Key.	SFW-VPG-MTCP-L2-FTR-SK	EA	\$ 97,120.00	\$ 92,264.00	1/1/2022
REDUNDANT L2 VPGate SW LIC w/FTR, MAX 60 CONN+, Cap Max or LCP	SFW-VPG-MTCP-L2-FTR	EA	\$ 97,120.00	\$ 92,264.00	1/1/2022
Level 2 VPGate redundant software license for a maximum of 80 endpoints; up to 40 may be "B" Licenses; up to 60 may be MOTOTRBO Connect Plus, Multi-Site Capacity Plus or Capacity Max talk group or private call endpoints. Software Key.	SFW-VPG-MTCP-L2-SK	EA	\$ 61,879.00	\$ 58,785.05	1/1/2022
L3 VPGATE REDUN SW LIC -MAX 100 . MAX 20 "B" LIC / 100 CON PLUS OR LCP	SFW-VPG-MTCP-L3	EA	\$ 103,132.00	\$ 97,975.40	1/1/2022
Level 3 Frontier-enabled VPGate redundant software license for a maximum of 160 endpoints; up to 100 may be "B" Licenses; up to 100 may be MOTOTRBO Connect Plus, Multi-Site Capacity Plus or Capacity Max talk group or private call endpoints. Software Key.	SFW-VPG-MTCP-L3-FTR-SK	EA	\$ 165,322.00	\$ 157,055.90	1/1/2022
REDUNDANT L3 VPGate SW LIC w/FTR, MAX 100 CONN+, Cap Max or LCP	SFW-VPG-MTCP-L3-FTR	EA	\$ 165,322.00	\$ 157,055.90	1/1/2022
Level 3 VPGate redundant software license for a maximum of 160 endpoints; up to 100 may be "B" Licenses; up to 100 may be MOTOTRBO Connect Plus, Multi-Site Capacity Plus or Capacity Max talk group or private call endpoints. Software Key.	SFW-VPG-MTCP-L3-SK	EA	\$ 103,132.00	\$ 97,975.40	1/1/2022
Supplementary VPGate NXDN radio endpoint license, requires DSSFWVPG-XXXX. Supports up to 100 each redundant NXDN conventional wire-line IP endpoints (ICOM, Kenwood, or future). Software license version.	SFW-VPG-NXDN-100-SK	EA	\$ 25,913.00	\$ 24,617.35	1/1/2022
Supplementary VPGate NXDN radio endpoint license, requires SFW-VPG-XXXX. Supports up to 10 each redundant NXDN conventional wire-line IP endpoints (ICOM, Kenwood, or future). Software license version.	SFW-VPG-NXDN-10-SK	EA	\$ 2,591.00	\$ 2,461.45	1/1/2022
Supplementary VPGate NXDN radio endpoint license, requires DSSFWVPG-XXXX. Supports up to 30 each redundant NXDN conventional wire-line IP endpoints (ICOM, Kenwood, or future). Software license version.	SFW-VPG-NXDN-30-SK	EA	\$ 7,774.00	\$ 7,385.30	1/1/2022
Supplementary VPGate NXDN radio endpoint license, requires DSSFWVPG-XXXX. Supports up to 60 each redundant NXDN conventional wire-line IP endpoints (ICOM, Kenwood, or future). Software license version.	SFW-VPG-NXDN-60-SK	EA	\$ 15,548.00	\$ 14,770.60	1/1/2022
Supplementary VPGate NXDN radio endpoint license, requires DSSFWVPG-XXXX. Supports up to 100 each redundant NXDN trunking wire-line IP endpoints (ICOM, Kenwood, or future). Software License Version.	SFW-VPG-NXDN-TRNK-100-SK	EA	\$ 40,947.00	\$ 38,899.65	1/1/2022

NASPO VALUEPOINT CONTRACT 06913 PUBLIC SAFETY COMMUNICATIONS EQUIPMENT - AVTEC *

<u>DESCRIPTION</u>	<u>PART NUMBER</u>	<u>UNIT</u>	<u>LIST PRICE</u>	<u>NET PRICE</u>	<u>EFFECTIVE DATE</u>
Supplementary VPGate NDXN radio endpoint license, requires DSSFWVPG-XXXX. Supports up to 16 each non-redundant NDXN trunking wire-line IP endpoints (ICOM, Kenwood, or future). Software License Version.	SFW-VPG-NXDN-TRNK-16-NR-S	EA	\$ 4,488.00	\$ 4,263.60	1/1/2022
Supplementary VPGate NDXN radio endpoint license, requires DSSFWVPG-XXXX. Supports up to 16 each redundant NDXN trunking wire-line IP endpoints (ICOM, Kenwood, or future). Software License Version.	SFW-VPG-NXDN-TRNK-16-SK	EA	\$ 7,183.00	\$ 6,823.85	1/1/2022
Supplementary VPGate NDXN radio endpoint license, requires DSSFWVPG-XXXX. Supports up to 30 each redundant NDXN trunking wire-line IP endpoints (ICOM, Kenwood, or future). Software License Version.	SFW-VPG-NXDN-TRNK-30-SK	EA	\$ 14,361.00	\$ 13,642.95	1/1/2022
Supplementary VPGate NDXN radio endpoint license, requires DSSFWVPG-XXXX. Supports up to 60 each redundant NDXN trunking wire-line IP endpoints (ICOM, Kenwood, or future). Software License Version.	SFW-VPG-NXDN-TRNK-60-SK	EA	\$ 26,643.00	\$ 25,310.85	1/1/2022
Redundant VPGATE SUPPLEMENTAL SW LIC - 100 P25 ENDPOINTS	SFW-VPG-P25-100	EA	\$ 40,947.00	\$ 38,899.65	1/1/2022
Supplementary VPGate P25 endpoint license, requires DSSFWVPGXXXX. Supports up to 100 each Non-Redundant P25 DFSI or CSSI endpoints	SFW-VPG-P25-100-NR-SK	EA	\$ 28,888.00	\$ 27,443.60	1/1/2022
Supplementary VPGate P25 endpoint license, requires SFW-VPG-XXXX. Supports up to 100 each redundant P25 DFSI or CSSI endpoints. Software license version.	SFW-VPG-P25-100-SK	EA	\$ 40,947.00	\$ 38,899.65	1/1/2022
Supplementary VPGate P25 endpoint license, requires DSSFWVPGXXXX. Supports up to 10 each Non-Redundant P25 DFSI or CSSI endpoints	SFW-VPG-P25-10-NR-SK	EA	\$ 6,550.00	\$ 6,222.50	1/1/2022
Supplementary VPGate P25 endpoint license, requires DSSFWVPGxxxx. Supports up to 10 each redundant P25 DFSI or CSSI endpoints. Software license version.	SFW-VPG-P25-10-SK	EA	\$ 10,360.00	\$ 9,842.00	1/1/2022
Supplementary VPGate P25 endpoint license, requires SFW-VPG-XXXX. Supports up to 30 each Redundant P25 DFSI or CSSI endpoints. Software Key.	SFW-VPG-P25-30-SK	EA	\$ 18,652.00	\$ 17,719.40	1/1/2022
Supplementary VPGate P25 endpoint license, requires DSSFWVPGXXXX. Supports up to 60 each redundant P25 DFSI or CSSI endpoints. Software License version.	SFW-VPG-P25-60-SK	EA	\$ 31,090.00	\$ 29,535.50	1/1/2022
Software license key for a supplemental Push to Talk Over Cellular (PoC) site license. Order talkgroup connections with DSSUBVPGPOCNRSK. Requires Enterprise VPGate (DSSFWVPGxxxx) or Scout Select packages. Enables POC for one non-redundant VPGate.	SFW-VPG-POC-NR-SK	EA	\$ 100.00	\$ 95.00	1/1/2022
Software license key for a supplemental Push to Talk Over Cellular (PoC) site license. Order talkgroup connections with DSSUBVPGPOCSK. Requires Enterprise VPGate (DSSFWVPGxxxx) or Scout Select packages. Enables POC for one redundant VPGate.	SFW-VPG-POC-SK	EA	\$ 100.00	\$ 95.00	1/1/2022

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DESCRIPTION	PART NUMBER	UNIT	LIST PRICE	NET PRICE	EFFECTIVE DATE
Cisco Session Initiation Protocol (SIP) Telephony Gateway, supports eight each E&M circuits	SIP-GW-8E/M	EA	\$ 13,499.00	\$ 12,824.05	1/1/2022
SIP TELEPHONE GATEWAY - 8 FXO CIRCUITS	SIP-GW-8FXO	EA	\$ 13,499.00	\$ 12,824.05	1/1/2022
Cisco Session Initiation Protocol (SIP) Telephony Gateway, Supports one each E1 circuit	SIP-GW-E1	EA	\$ 16,999.00	\$ 16,149.05	1/1/2022
SIP TELEPHONE GATEWAY - T1 CIRCUIT	SIP-GW-T1	EA	\$ 16,999.00	\$ 16,149.05	1/1/2022
Cisco Session Initiation Protocol (SIP) Telephony Gateway, Supports one each T1 PRI circuit.	SIP-GW-T1PRI	EA	\$ 16,999.00	\$ 16,149.05	1/1/2022
Annual Subscription ? AT&T Enhanced PTT and Verizon PTT Plus. Subscription for a supplemental Push to Talk Over Cellular (PoC) endpoint license; Requires DSSFVPGPOCNRSK site license to enable POC. Requires Enterprise VPGate (DSSFVPGxxxx) or Scout Select packages. Supports one non-redundant PoC endpoint. Software license key. Minimum 3 year term.	SUB-VPG-POC-NR-SK	EA	\$ 180.00	\$ 171.00	1/1/2022
Annual Subscription ? AT&T Enhanced PTT and Verizon PTT Plus. Subscription for a supplemental Push to Talk Over Cellular (PoC) endpoint license; Requires DSSFVPGPOCSK site license to enable POC. Requires Enterprise VPGate (DSSFVPGxxxx) or Scout Select packages. Supports one redundant PoC endpoint. Software license key. Minimum 3 year term.	SUB-VPG-POC-SK	EA	\$ 180.00	\$ 171.00	1/1/2022
Professional consultative services for CAD API developers, Software Engineer, eight hours, remote. If on-site is desired additional costs will apply.	SVC-CSLT-API	EA	\$ 2,080.00	\$ 1,976.00	1/1/2022
AVTEC PROFESSIONAL CONSULTATION SERVICES, ONE DAY REMOTE. If on-site is desired additional costs will apply.	SVC-CSLT-PE	EA DAILY	\$ 1,250.00	\$ 1,187.50	1/1/2022
AVTEC PROFESSIONAL CONSULTATION SERVICES, SIE OR THIRD PARTY	SVC-CSLT-PE-U	EA	Individually Quoted		1/1/2022
Professional consultative services, Project Manager, remote. If on-site is desired additional costs will apply.	SVC-CSLT-PM	EA DAILY	\$ 1,555.00	\$ 1,477.25	1/1/2022
Client Technical Support Services w/o ScoutCare	SVC-CTSS-NOSC	EA DAILY	\$ 2,500.00	\$ 2,375.00	1/1/2022
AVTEC PROFESSIONAL EVALUATION SERVICE FOR CUSTOMER PROVIDED PC	SVC-EVAL-PC	EA	\$ 1,995.00	\$ 1,895.25	1/1/2022
AVTEC PROFESSIONAL CONFIGURATION SERVICE FOR CUSTOMER PROVIDED PC	SVC-STAGE-PC	EA	\$ 500.00	\$ 475.00	1/1/2022
Annual Subscription. Phone access for Telephone to Radio Connect; Requires DST2RCONNECTSK or DST2RCONNECTNRS. Software license key. Minimum 3 year term.	DST2RCALLERSUBSK	EA	\$ 180.00	\$ 171.00	1/1/2022
License, Non-Redundant Telephone to Radio Connect, w/ 100 radio talkgroups.	DST2RCONNECTNRSK	EA	\$ 29,995.00	\$ 28,495.25	1/1/2022
License, Redundant Telephone to Radio Connect, w/ 100 radio talkgroups.	DST2RCONNECTSK	EA	\$ 47,500.00	\$ 45,125.00	1/1/2022
10 Port USB Hub, USB 3.0	ACCUSB-HUB10	EA	\$ 75.00	\$ 71.25	1/1/2022

NASPO VALUEPOINT CONTRACT 06913 PUBLIC SAFETY COMMUNICATIONS EQUIPMENT - AVTEC *

DESCRIPTION	PART NUMBER	UNIT	LIST PRICE	NET PRICE	EFFECTIVE DATE
Ring/In-Use Indicator Assy, Red/Green, Direct Mount, USB connection to SMW. Includes Power Supply and USB Relay.	DSUSBRIL3000	EA	\$ 1,195.00	\$ 1,135.25	1/1/2022
Ring/In-Use Indicator Assy, Red/Green, 12" Pole Mt, Side Bracket, USB connection to SMW. Includes Power Supply and USB Relay.	DSUSBRIL3111	EA	\$ 1,195.00	\$ 1,135.25	1/1/2022
Ring/In-Use Indicator Assy, Red/Green, 30" Pole Mt, Side Bracket, USB connection to SMW. Includes Power Supply and USB Relay.	DSUSBRIL3112	EA	\$ 1,250.00	\$ 1,187.50	1/1/2022
Ring/In-Use Indicator Assy, Red/Green, 12" Pole Mt, Round Surface Bracket, USB connection to SMW. Includes Power Supply and USB Relay.	DSUSBRIL3131	EA	\$ 1,195.00	\$ 1,135.25	1/1/2022
Ring/In-Use Indicator Assy, Red/Green, 30" Pole Mt, Round Surface Bracket, USB connection to SMW. Includes Power Supply and USB Relay.	DSUSBRIL3132	EA	\$ 1,295.00	\$ 1,230.25	1/1/2022
Ring/In-Use Indicator Assy, Red/Green, 39" Pole Mt, Round Surface Bracket, USB connection to SMW. Includes Power Supply and USB Relay.	DSUSBRIL3133	EA	\$ 1,295.00	\$ 1,230.25	1/1/2022
Ring/In-Use Indicator Assy, Red/Green, 20" Pole Mt, Round Surface Bracket, USB connection to SMW. Includes Power Supply and USB Relay.	DSUSBRIL3134	EA	\$ 1,295.00	\$ 1,230.25	1/1/2022
Ring/In-Use Indicator Assy, Red/Green, 12" Pole Mt, Sturdy Wall Bracket, USB connection to SMW. Includes Power Supply and USB Relay.	DSUSBRIL3141	EA	\$ 1,195.00	\$ 1,135.25	1/1/2022
Ring/In-Use Indicator Assy, Red/Green, 30" Pole Mt, Sturdy Wall Bracket, USB connection to SMW. Includes Power Supply and USB Relay.	DSUSBRIL3142	EA	\$ 1,195.00	\$ 1,135.25	1/1/2022
Ring/In-Use Indicator wiring harness and power supply for USB connection to SMW console.	DSUSBRILHARNESS	EA	\$ 795.00	\$ 755.25	1/1/2022
Customized Voice Logging Recorder with Partner Eventide	VLR-EVENTIDE	EA	Individually Quoted		1/1/2022
Customized Warranty for Voice Logging Recorder with Partner Eventide	VLR-EVENTIDE-WARRANTY	EA	Individually Quoted		1/1/2022
Model Number for 3rd Party Provided Logging Recorder. On Sales Order Entry, Vendor quote number for the specific project configuration has to be included in the comments with a Comment added as you stated on that line item with the Quote #.	VLR-EXACOM	EA	Individually Quoted		1/1/2022
Customized Warranty for Voice Logging Recorder with Partner Exacom	VLR-EXACOM-WARRANTY	EA	Individually Quoted		1/1/2022
Scout Select Higher Ground Integrated Dispatch Recording Solution. Up to 12 audio channels, encrypted data storage, real-time monitoring application, proactive system monitoring, incident recording and retrieval including metadata. Includes 2 hours of training and/or Customer Support. Sold only with Scout Select systems	VLR-HG-SELECT	EA	\$ 7,995.00	\$ 7,595.25	1/1/2022
Customized Voice Logging Recorder with Partner Higher Ground	VLR-HIGHER-GROUND	EA	Individually Quoted		1/1/2022
Upgrade Level 0 Non-Redundant VPGate base license to enable Frontier. Software license version.	VPG-L0NR-UPG-FTR-SK	EA	\$ 5,183.00	\$ 4,923.85	1/1/2022
FIELD VPGATE UPGRADE FROM L0NR TO L0, SOFTWARE KEY. UPDATES DSSFWVPG L0NR SK TO DSSFWVPG L0SK. Level 0 VPGate redundant software license supports a maximum of 24 endpoints; up to 12 may be "B" Licenses.	VPG-L0NR-UPG-L0-SK	EA	\$ 4,195.00	\$ 3,985.25	1/1/2022

NASPO VALUEPOINT CONTRACT 06913 PUBLIC SAFETY COMMUNICATIONS EQUIPMENT - AVTEC *

<u>DESCRIPTION</u>	<u>PART NUMBER</u>	<u>UNIT</u>	<u>LIST PRICE</u>	<u>NET PRICE</u>	<u>EFFECTIVE DATE</u>
Upgrade Level 0 Redundant VPGate base license to enable Frontier. Software license version.	VPG-L0-UPG-FTR-SK	EA	\$ 8,292.00	\$ 7,877.40	1/1/2022
FIELD VPGATE UPGRADE FROM L0 TO L1, HASP KEY. UPDATES DSSFWVPGLO TO DSSFWVPL1. Level 1 VPGate redundant software license supports a maximum of 40 endpoints; up to 20 may be "B" Licenses.	VPG-L0-UPG-L1	EA	\$ 8,292.00	\$ 7,877.40	1/1/2022
FIELD VPGATE UPGRADE FROM L0 TO L1, SOFTWARE KEY. UPDATES DSSFWVPGLOSK TO DSSFWVPL1SK. Level 1 VPGate redundant software license supports a maximum of 40 endpoints; up to 20 may be "B" Licenses.	VPG-L0-UPG-L1-SK	EA	\$ 8,292.00	\$ 7,877.40	1/1/2022
FIELD VPGATE UPGRADE FROM L0 TO L2, SOFTWARE KEY. UPDATES DSSFWVPGLOSK TO DSSFWVPL2SK. Level 2 VPGate redundant software license supports a maximum of 80 endpoints; up to 40 may be "B" Licenses.	VPG-L0-UPG-L2-SK	EA	\$ 26,949.00	\$ 25,601.55	1/1/2022
FIELD VPGATE UPGRADE FROM L1 TO L2, HASP KEY. UPDATES DSSFWVPL1 TO DSSFWVPL2. Level 2 VPGate redundant software license supports a maximum of 80 endpoints; up to 40 may be "B" Licenses.	VPG-L1-UPG-L2	EA	\$ 18,657.00	\$ 17,724.15	1/1/2022
FIELD VPGATE UPGRADE FROM L1 TO L2, SOFTWARE KEY. UPDATES DSSFWVPL1SK TO DSSFWVPL2SK. Level 2 VPGate redundant software license supports a maximum of 80 endpoints; up to 40 may be "B" Licenses.	VPG-L1-UPG-L2-SK	EA	\$ 18,657.00	\$ 17,724.15	1/1/2022
FIELD VPGATE UPGRADE FROM L3NR TO L3, SOFTWARE KEY. UPDATES DSSFWVPL3NRSK TO SFWVPL3SK. Level 3 VPGate redundant software license supports a maximum of 160 endpoints; up to 100 may be "B" Licenses.	VPG-L3NR-UPG-L3-SK	EA	\$ 23,319.00	\$ 22,153.05	1/1/2022
Field VPGate license upgrade from DSSFWVPGMTCPL0 to DSSFWVPGMTCPL1. Level 1 VPGate redundant software license supports a maximum of 40 endpoints; up to 20 may be "B" Licenses; up to 30 may be MOTOTRBO Capacity Max, Connect Plus or Multi-Site Capacity Plus talk group or private call endpoints. Includes CPS software license.	VPG-UPG-L0TOL1	EA	\$ 15,470.00	\$ 14,696.50	1/1/2022
Field VPGate license upgrade from DSSFWVPGMTCPL0 to DSSFWVPGMTCPL2. Level 2 VPGate redundant software license supports a maximum of 80 endpoints; up to 40 may be "B" Licenses; up to 60 may be MOTOTRBO Capacity Max, Connect Plus or Multi-Site Capacity Plus talk group or private call endpoints. Includes CPS software license.	VPG-UPG-L0TOL2	EA	\$ 46,409.00	\$ 44,088.55	1/1/2022

NASPO VALUEPOINT CONTRACT 06913 PUBLIC SAFETY COMMUNICATIONS EQUIPMENT - AVTEC *					
DESCRIPTION	PART NUMBER	UNIT	LIST PRICE	NET PRICE	EFFECTIVE DATE
Field VPGate license upgrade from DSSFWVPGMTCPL0 to DSSFWVPGMTCPL3. Level 3 VPGate redundant software license supports a maximum of 160 endpoints; up to 80 may be "B" Licenses; up to 100 may be MOTOTRBO Capacity Max, Connect Plus or Multi-Site Capacity Plus talk group or private call endpoints	VPG-UPG-L0TOL3	EA	\$ 87,662.00	\$ 83,278.90	1/1/2022
RED.VPGATE UPG LICENSE,VPG-L0 TO VPG-MTCP-L0,16 MTCP EP	VPG-UPG-L0-MTCP	EA	\$ 7,183.00	\$ 6,823.85	1/1/2022
Field VPGate license upgrade from DSSFWVPGMTCPL1 to DSSFWVPGMTCPL2. Level 2 VPGate redundant software license supports a maximum of 80 endpoints; up to 40 may be "B" Licenses; up to 60 may be MOTOTRBO Capacity Max, Connect Plus or Multi-Site Capacity Plus talk group or private call endpoints.	VPG-UPG-L1TOL2	EA	\$ 30,939.00	\$ 29,392.05	1/1/2022
Field VPGate license upgrade from DSSFWVPGMTCPL1 to DSSFWVPGMTCPL3. Level 3 VPGate redundant software license supports a maximum of 160 endpoints; up to 100 may be "B" Licenses; up to 100 may be MOTOTRBO Capacity Max, Connect Plus or Multi-Site Capacity Plus talk group or private call endpoints.	VPG-UPG-L1TOL3	EA	\$ 72,192.00	\$ 68,582.40	1/1/2022
RED.VPGATE UPG LICENSE,VPG-L1 TO VPG-MTCP-L1,30 MTCP EP	VPG-UPG-L1-MTCP	EA	\$ 14,361.00	\$ 13,642.95	1/1/2022
Field VPGate license upgrade from DSSFWVPGMTCPL1 to DSSFWVPGMTCPL2. Level 2 VPGate redundant software license supports a maximum of 80 endpoints; up to 40 may be "B" Licenses; up to 60 may be MOTOTRBO Capacity Max, Connect Plus or Multi-Site Capacity Plus talk group or private call endpoints. Indirect.	VPG-UPG-L2-MTCP	EA	\$ 45,300.00	\$ 43,035.00	1/1/2022
Field VPGate license upgrade from DSSFWVPGMTCPL2 to DSSFWVPGMTCPL3. Level 3 VPGate redundant software license supports a maximum of 160 endpoints; up to 100 may be "B" Licenses; up to 100 may be MOTOTRBO Capacity Max, Connect Plus or Multi-Site Capacity Plus talk group or private call endpoints.	VPG-UPG-L2TOL3	EA	\$ 41,253.00	\$ 39,190.35	1/1/2022
RED.VPGATE UPG LICENSE,VPG-L2 TO VPG-MTCP-L2,60 MTCP EP	VPG-UPG-L2-MTCP	EA	\$ 26,643.00	\$ 25,310.85	1/1/2022
RED.VPGATE UPG LICENSE,VPG-L3 TO VPG-MTCP-L3,100 MTCP EP	VPG-UPG-L3-MTCP	EA	\$ 40,947.00	\$ 38,899.65	1/1/2022
RED.VPGATE UPG LICENSE,VPG-MTCP-L2 TO VPG-MTCP-L2-FTR, HASP KEY	VPG-UPG-MTCP-L2TOL2FTR	EA	\$ 35,241.00	\$ 33,478.95	1/1/2022
RED.VPGATE UPG LICENSE,VPG-MTCP-L2-SK TO VPG-MTCP-L2-FTR-SK,SOFTWARE KEY	VPG-UPG-MTCP-L2TOL2FTR-SK	EA	\$ 35,241.00	\$ 33,478.95	1/1/2022
RED.VPGATE UPG LICENSE,VPG-MTCP-L3-SK TO VPG-MTCP-L3-FTR-SK,SOFTWARE KEY	VPG-UPG-MTCP-L3TOL3FTR-SK	EA	\$ 62,190.00	\$ 59,080.50	1/1/2022
RED.VPGATE UPG LICENSE W/FTR,VPG-L0 TO VPG-MTCP-L1-FTR, 30 MTCP EP, SOFTWARE KEY	DSVPGUPGTOL0MTL1FS	EA	\$ 30,941.00	\$ 29,393.95	1/1/2022

* Avtec reserves the right at any time to correct errors in descriptions or pricing, or cancel any order.

NASPO VALUEPOINT CONTRACT 06913 PUBLIC SAFETY COMMUNICATIONS EQUIPMENT - AVTEC *

<u>DESCRIPTION</u>	<u>PART NUMBER</u>	<u>UNIT</u>	<u>LIST PRICE</u>	<u>NET PRICE</u>	<u>EFFECTIVE DATE</u>
ScoutCare (Extended Maintenance)					
ScoutCare Tier 1: Annual Extended Software Maintenance Program. Years 2-5 each, post warranty	SCOUTCARE T1	EA ANNUAL	Calculated at 15% of the list price value of the Software in the system or product being covered.		1/1/2022
ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective. Years 2-5 each, post warranty	SCOUTCARE-HARDWARE	EA ANNUAL	Calculated at 5% of the list price value of the hardware in the system or product being covered.		1/1/2022

Professional Services & Expenses

Individually quoted

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>NET PRICE</u>
Consultation	Daily	\$ 1,477.04
Project Management	Daily	\$ 1,477.04
Implementation	Daily	\$ 1,181.60
Installation	Daily	\$ 1,181.60
Configuration/Design	Daily	\$ 1,181.60
Training	Daily	\$ 1,181.60
Maintenance/Repair	Daily	\$ 1,181.60
Customer Service Support, regular business hours	Hourly	\$ 246.17
Customer Service Support, after-hours business hours	Hourly	\$ 246.17
Technical Support, regular business hours	Hourly	\$ 246.17
Technical Support, after-hours business hours	Hourly	\$ 246.17
Airfare (Round Trip)	Each	\$ 1,554.75
Car Rental & Per Diem (Daily)	Each	\$ 362.78

Other Services

Individually quoted

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>NET PRICE</u>
Scout readiness Assessment	Discount	5%
Custom Solution Implementation	Discount	5%
Operational Efficiency Workshop	Discount	5%
System re design, redeploy, relocations (moves)	Discount	5%
Risk Mitigation Workshop	Discount	5%
Custom Solution	Discount	5%
Preventative Maintenance	Discount	5%