

Two-way Radios Contracts

[99999-SPD-NVPWA06913-0001](#)

BK Technologies

[99999-SPD-NVPWA06913-0002](#)

EF Johnson Company

[99999-SPD-NVPWA06913-0003](#)

Harris Corporation

[99999-SPD-NVPWA06913-0004](#)

Motorola Solutions

PUBLIC SAFETY COMMUNICATIONS

Master Agreement #: 06913

GA Participating Addendum #: 99999-SPD-NVPWA06913-0001

Contractor: **BK TECHNOLOGIES, INC.**

Participating Entity: **STATE OF GEORGIA**

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

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

CATEGORY: RADIOS

CATEGORY: RADIOS	
<i>Subcategory: Portable, Single-Band tier I</i>	<i>Subcategory: Mobile, Single-Band tier II</i>
<i>Subcategory: Portable, Single-Band tier II</i>	
<i>Subcategory: Mobile, Single-Band tier I</i>	

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Public Safety Communications Equipment led by the State of **Washington** for use by state agencies and other entities located in the State of Georgia authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

This is not a mandatory contract for any Purchasing Entities. The Purchasing Entities may obtain related Deliverables and Services from other sources during the term of this Participating Addendum. The Participating Entity makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Deliverables or Services will be procured.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions and colleges and universities. The statewide contract(s) will also be available on a convenience basis to other governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users.

Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.



3. **Contract Term:** The term of this Participating Addendum will be effective July 1, 2018 through June 30, 2019 and coterminous with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating State. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

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

Contractor

Name:	Shari Sharp, Contract Manager
Address:	7100 Technology Drive, West Melbourne, FL 32904
Telephone:	O-321-953-7952; C- 321-266-2043
Fax:	
Email:	ssharp@bktechnologies.com

Contractor

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Lead State - WASHINGTON

Name:	Neva Peckham
Address:	1500 SE Jefferson Street, Olympia WA 98504
Telephone:	Telephone: 360-407-9411
Email:	Email: neva.peckham@des.wa.gov



Participating Entity

Name:	Eric Mercier, Contract Management Assistant
Address:	200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta Georgia 30334
Telephone:	404-463-1540
Email:	Eric.mercier@doas.ga.gov

PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

ORDER OF PRECEDENCE

- (i) A Participating Entity's Participating Addendum ("PA"). A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Washington's NASPO Valuepoint Master Agreement;
- (ii) The state of Georgia's Statewide Contract for Goods and Ancillary Services – Exhibit B;
- (iii) The Solicitation;
- (iv) Contractor's response to the Solicitation, as revised and accepted by the Lead State.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

The parties hereby agree that any provision in the Standard Terms and Conditions of the NASPO, the Washington's Negotiated Terms and Conditions or the Master Agreement between NASPO and potential Contractors along with any of its Exhibits shall not apply to Georgia or any of the participating entities from Georgia if the provision violates sovereign immunity or conflicts with this Participating Addendum. Further the parties agree that in any instance where a provision requires the State to indemnify the Contractor of that the parties are bound by binding arbitration that constitutes a violation of sovereign immunity, and therefore is not applicable.

1. Forum and Choice of Law: The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
2. Subcontractors: Contractor must ensure that any subcontractor, fulfillment partner, dealer, or reseller who makes sales under this Participating Addendum complies with the terms of the Master Agreement and this Participating Addendum
3. Billings. If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, invoices for all of the equipment sales and services supplied to the User Agencies under the Statewide Contract at the billing addresses specified in the Purchase Instruments or Statewide Contract. Invoices shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any equipment or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

4. Purchase Order Instructions: All orders under this PA are to be made out to and processed by Pitney Bowes and should contain the following:
 - (i) Mandatory Language "PO is subject to Public Safety Communication SWC";
 - (ii) Your Name, Address, Contact, & Phone-Number and;
 - (iii) Reference to the state contract number. "99999-SPD-T20180606-01"
 - (iv)
5. Individual Customer: Each State agency and political subdivision, as a Purchasing Entity, that purchases products/services under this Participating Addendum will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum,

each agency and political subdivision will be responsible to follow the terms and conditions of the Participating Addendum Master Agreement; and they will have the same rights and responsibilities for their purchase as the Participating Entity has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights.

7. Implementation of Requirements of Senate Bill 327 Senate Bill 327 (passed during 2016 Georgia Legislative Session): Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract, including any renewals or extensions thereof, not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

8. State of Georgia ePayables/Purchasing Card Program DOAS administers a program which provides a purchasing card (hereinafter, "State of Georgia PCard") to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. The Supplier agrees to accept payment via ePayables and shall impose no fee on either DOAS or any Authorized User for the use of ePayables pursuant to this Statewide Contract. Payment via ePayables is the preferred method of compensation processing. DOAS has entered into a Contract with its PCard provider, Bank of America, to provide the e-Payables solution which will allow DOAS and Authorized Users to facilitate electronic payment by DOAS and Authorized Users to the Supplier.

All purchases made by Authorized Users' representatives utilizing State of Georgia ePayables shall be exempt from sales tax. It is the responsibility of the Authorized User representative to provide the Authorized User's tax identification number as needed at the point of sale.

If selected for award, the Supplier shall keep the State of Georgia ePayables numbers confidential and shall not disclose the State of Georgia ePayables numbers except as expressly authorized by DOAS. The Supplier represents that State of Georgia ePayables numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standard. The Supplier shall provide immediate written notice to the current DOAS contract administrator in the event of (1) any unauthorized disclosure of State of Georgia ePayables Numbers or (2) Supplier's failure to maintain compliance with the Payment Card Industry Data Security Standard in the Supplier's contract performance. The Supplier agrees to cooperate with DOAS, Authorized Users, and DOAS contractual partner(s) for ePayables in resolving any issues or disputes.

9. Administrative Fee and Sales Report Submission. Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. DOAS requires each Contractor to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is [1



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percent (%)]. All Contractors must agree that the Fee will not be identified separately from the product and/or service pricing offered to Authorized Users wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded Contractor and remitted to DOAS in accordance with the following paragraphs.

10. Quarterly Sales Report. The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Contractor Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:

<i>DOAS' Fiscal Quarters</i>	<i>Months</i>	<i>Contractor's Quarterly Sales Report Due Date</i>	<i>Contractor's Payment Due Date (In Response to DOAS generated Invoice)</i>
<i>Quarter 1</i>	<i>July 1st – September 30th</i>	<i><u>October 20th</u></i>	<i><u>November 15th</u></i>
<i>Quarter 2</i>	<i>October 1st – December 31st</i>	<i><u>January 20th</u></i>	<i><u>February 15th</u></i>
<i>Quarter 3</i>	<i>January 1st – March 31st</i>	<i><u>April 20th</u></i>	<i><u>May 15th</u></i>
<i>Quarter 4</i>	<i>April 1st – June 30th</i>	<i><u>July 20th</u></i>	<i><u>August 15th</u></i>
			30 DAYS FOLLOWING TERMINATION OF SWC

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At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace, including the Contractor's most up-to-date Invoice Contact Name (Billing Contact), Contractor Billing Address, and Contractor Billing E-Mail. In the event that no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Contractor Portal of Team Georgia Marketplace. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through Electronic Funds Transfer (EFT).

By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Contractor via electronic funds transfer (EFT).

(i). Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

In no event shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled and all Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

(ii). Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Contractor shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.

(iii). Late Payment Fee. In the event DOAS does not receive the Contractor's payment of the Fees on or before the Contractor's Payment Due Date, the parties agree the Contractor must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$$(\text{Administrative Fee Amount Due}) \times (18\%) = X$$

$$X / 365 \text{ (366 for leap years)} = Y$$

$$Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed}$$

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For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Contractor makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund or credit the overpayment amount to the Contractor no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Contractor's overpayment of Fees.

11. Business Review Meetings: the Contractor must participate in Business Review ("BR") meetings at DOAS' request. During the BR meetings, the Contractor will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The BR meeting will also focus on the status of service level agreements and key performance indicators agreed to by Contractor and DOAS. The BR meeting may involve, but not be limited to, the following: review of the Contractor's performance and submitted reports, Review of Contractor's Marketing Plan, identification of areas of improvement to be addressed, review of the previous sales statistics, strategies to grow sales volume, development/monitoring of a Contractor service "scorecard."

12. Team Georgia Marketplace™ Virtual Catalog In June 2008, DOAS entered into a multi-year agreement with Jagger, Inc. whereby Jagger will provide certain electronic catalog hosting and management services to enable state customers to access a central online website to view and/or shop the goods and services available from existing statewide contracts as further described in that agreement. The central online website is referred to as Team Georgia Marketplace™ and the catalog site is referred to as the Virtual Catalog.

Supplier's Interface with the Virtual Catalog

When the sourced segment applies, the Supplier must agree to cooperate with DOAS and Jagger (and any authorized agent or successor entity to Jagger) in the event DOAS selects this statewide contract to be exhibited on the Virtual Catalog. At a minimum, the Supplier agrees to the following:

- (i). Supplier agrees, upon DOAS' written request, to deliver within thirty (30) days' of such request either (1) a hosted catalog or (2) punch-out catalog. Supplier will cooperate with DOAS and Jagger to create a schedule to enable the integration of the Supplier's statewide contract offering into the Virtual Catalog within this thirty (30) day time period.
- (ii). Supplier will join the Jagger Supplier Network and will have the option of using the Jagger's Supplier Portal to extract the Supplier's catalog and pricing, upload products, pricing and images into the Jagger system, and view reports on catalog spend

and product/pricing freshness. The Supplier can receive orders through electronic delivery or through low-tech options such as e-mail and fax. More information about the SQSN can be found at: www.Jagger.com or call the Jagger Supplier Network Services team at 919-659-2152.

(iii). Supplier will support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by Jagger for the Suppliers and are upgraded every year. The State of Georgia reserves the right to migrate to future versions of the UNSPSC and the Supplier will be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.org> and <http://www.unspsc.org/faqs#How>.

(iv). DOAS will decide which of the catalog structures (either hosted or punch-out as further described below) will be provided by the Supplier. Whether hosted or punch-out, the catalog must be strictly limited to the Supplier's awarded contract offering (e.g. products and/or services not authorized through the resulting statewide contract should not be viewable by User Agencies).

a. Hosted Catalog. By providing a hosted catalog, the Supplier is providing a list of its products/services and pricing in an electronic data file in a format acceptable to Jagger, such as Tab Delimited Text files. In this scenario, the Supplier must submit updated electronic data from time to time to DOAS to maintain the most up-to-date version of their product/service offering under the statewide contract in the Virtual Catalog.

b. Punch-Out Catalog. By providing a punch-out catalog, the Supplier is providing its own online catalog, which must be capable of being integrated with the Virtual Catalog as follows: Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Supplier ensures its online catalog marketplace is up-to-date by periodically updating the offered products/services and pricing listed on its online catalog. If awarded multiple contracts, Supplier agrees to maintain a single Punch-out site and be able to provide the appropriate contract id on each item returned to Jagger. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item.

(v). Minimum Requirements: Whether the Supplier is providing a hosted catalog or a punch-out catalog, the Supplier agrees to meet the following requirements:

a. Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Supplier is authorized to provide in accordance with the statewide contract; and

b. The accuracy of the catalog must be maintained by Supplier throughout the duration of the statewide contract between the Supplier and DOAS; and

- c. The catalog must include a State-specific contract identification number; and
- d. The catalog must include detailed product line item descriptions; and
- e. The catalog must include pictures when possible,* and
- f. The catalog must include any additional DOAS content requirements.**

(vi). Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by DOAS and will be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no statewide contract showcased in the Virtual Catalog may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:

- a. Updated pricing files are required by the 1st of the month and will go into effect in the Virtual Catalog on the 1st day of the following month (i.e. file received on 12/01/13 would be effective in the Virtual Catalog on 01/01/14). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/13 would be effect in the Virtual Catalog on 1/01/14).
- b. DOAS-approved price changes are not effective until implemented within the Virtual Catalog. Errors in the Supplier's submitted pricing files will delay the implementation of the price changes in the Virtual Catalog.

(vii). Supplier must be able to accept Purchase Orders via fax, e-mail, cXML or EDI INT AS 12.

- a. For Purchase Orders received via email, the Supplier must provide a dedicated email address (i.e. orders@company.com) that is monitored during normal business hours.
- b. The Supplier is required to provide positive confirmation via phone or email within 24 hours of the Supplier's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Supplier must provide positive confirmation via phone or email on the next business day.

(viii). Supplier agrees that DOAS controls which contracts appear on the Virtual Catalog and that DOAS may elect at any time to remove any Supplier's offering from the Virtual Catalog.

*Details regarding the submission of image files and catalog content will be discussed during the enablement process; however, the following represents key information regarding the submission of product image files:

- a. Provide URL links to the product images (preferred method) or actual image files (in gif, jpeg and other commonly used formats) for all of the items in the Supplier's catalog that will be hosted by the Virtual Catalog. These images

are displayed to the customer directly in search results as well as in the product details window.

- b. Provide the actual image files in a 'zip archive'. Please go to www.winzip.com to download the WinZip® application that is needed to create such an archive as well as additional details about using WinZip® application.
- c. Provide only one image per product.
- d. Color pictures are preferred; however, black and white pictures or drawings are acceptable if this is the current standard for the Supplier's business marketing.
- e. Please note the Virtual Catalog prefers jpg format for image files (280X280 pixels) although images in many other formats are accepted.
- f. When an image is in jpg format, it is resized to 280X280 pixels, if necessary, to maintain a consistent appearance for the Virtual Catalog.
- g. When an image is in a format other than jpg, it will be converted to jpg and resized to 280X280 pixels to maintain a consistent appearance for the Virtual Catalog.
- h. As products change, updated image files must be submitted to update the Virtual Catalog.
- i. Provide a corporate logo image in the following sizes. Logo will be used for display on the Supplier/Contract profile.
 - o 30 pixels (H) x 70 pixels (W)
 - o 50 pixels (H) x 115 pixels (W)
 - o 300 pixels (H) x 200 pixels (W)

In rare instances where an image is not available, Jagger and DOAS will work with the Supplier to determine the best solution for advertising the Supplier's offering.

** Existing Suppliers in the SQSN normally host one (1) general product catalog that is made available for all customers. This avoids duplication of effort for the Supplier and brings improvements to the catalog to all customers at once. It is rare that individual customers have needs that are not also required by others. Jagger does not prohibit 'private' catalogs, but recommends review of requirements with the Supplier enablement consultants and the Suppliers in question first. Although Suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different Georgia agencies. For example, a Supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the person viewing the catalog.

In the event DOAS selects this statewide contract to be included on the Virtual Catalog, Jagger's technical documentation will be provided to the Supplier after (1) the Supplier

has been formally invited by DOAS to join the Virtual Catalog and (2) the Supplier has joined the Jagger Supplier Network and signed up for Jagger's Supplier Portal. These services will be provided by Jagger at no additional cost to the Supplier. Supplier agrees that Supplier's statewide contract pricing includes any and all costs to the Supplier in complying with these provisions.

The Board of Regents and select colleges currently maintain separate instances of certain statewide contracts through Jagger. In the event Board of Regents or one or more colleges elects to publish the resulting statewide contract in the board/college's Jagger catalog, the Supplier agrees to work in good faith with the board/college to implement the catalog. DOAS does not anticipate that this will require additional efforts by the Supplier; however, the Supplier agrees to take commercially reasonable efforts to enable such separate Jagger catalogs or related integrations (i.e., electronic order submission, e-invoicing, etc.). Suppliers are welcome to submit questions regarding this requirement during the Q&A period and/or during the Bidders'/Offerors' Conference.

14. Fees/Payment Terms: User Agency agrees to pay Contractor in arrears for all undisputed amounts within thirty (30) days of receipt of an undisputed invoice, provided that the Equipment and Services have been accepted by the User Agency as hereinafter provided. Contractor shall not invoice User Agency in advance of Contractor's deliverance/performance of the items and/or services that are the subject of the invoice. Contractor shall deliver the Equipment and/or perform any services in accordance with the schedule set forth in the Statewide Contract.

Charges for late payment of invoices, other than as prescribed by Title XX, of the State Finance and Procurement Article, XXXX with respect to regulated state entities, as applicable, are prohibited.

15. Conflicting Terms: At any time, upon the commencement of this agreement, if terms under this agreement, differ from the terms under any existing agreement, and a change in service delivery has occurred, Contractor must agree to delay the action, and allow for an agreed upon transition period, or settle any informal conflict with the User Agency and SPD.

This Participating Addendum

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

Participating Entity: State of Georgia	Contractor: BK TECHNOLOGIES, INC.
Signature: 	Signature: 
Name: <i>LISA EASON</i>	Name: Shari Sharp
Title: <i>Deputy Commissioner - SPD</i>	Title: Contract Manager
Date: <i>1-28-19</i>	Date: 09.26.18

[Additional signatures may be added if required by the Participating Entity]



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

to support documentation of participation and posting in appropriate data bases.]

Master Agreement #: 06913
GA Participating Addendum #: 99999-SPD-NVPWA06913-0002

Contractor: **EF JOHNSON**

Participating Entity: **STATE OF GEORGIA**

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

- *All products and accessories listed on the Contractor page of the NASPO Value Point website.*

CATEGORY: RADIOS	
<i>Subcategory: Portable, Single-Band tier I</i>	<i>Subcategory: Mobile, Single-Band tier II</i>
<i>Subcategory: Portable, Single-Band tier II</i>	<i>Subcategory: Mobile, Single-Band tier III</i>
<i>Subcategory: Portable, Single-Band tier III</i>	<i>Subcategory: Desktop, Single-Band tier II</i>

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Public Safety Communications Equipment led by the State of **Washington** for use by state agencies and other entities located in the State of Georgia authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

This is not a mandatory contract for any Purchasing Entities. The Purchasing Entities may obtain related Deliverables and Services from other sources during the term of this Participating Addendum. The Participating Entity makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Deliverables or Services will be procured.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions and colleges and universities. The statewide contract(s) will also be available on a convenience basis to other governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users.

Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Contract Term: The term of this Participating Addendum will be effective November 1, 2018 through March 30, 2020, to align with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating

PUBLIC SAFETY COMMUNICATIONS

State. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

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

Contractor

Name:	Jeanne Smith
Address:	1440 Corporate Drive, Irving, TX 75038
Telephone:	(972) 819-0216
Email:	jwsmith@efji.com

Contractor

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Lead State - WASHINGTON

Name:	Neva Peckham
Address:	1500 SE Jefferson Street, Olympia WA 98504
Telephone:	Telephone: 360-407-9411
Email:	Email: neva.peckham@des.wa.gov

Participating Entity

Name:	Lisa Eason
Address:	200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta Georgia 30334
Telephone:	404- 656-0934
Email:	lisa.eason@doas.ga.gov



PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.



Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

This agreement is modified to incorporate Addendum 2.

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

Participating Entity: State of Georgia	Contractor: E.F. Johnson Company
Signature: 	Signature: 
Name: <i>LISA EASON</i>	Name: Duane Anderson
Title: <i>Deputy Commissioner - SPD</i>	Title: Senior Vice President/Chief Financial Officer
Date: <i>1-28-19</i>	Date: November 26, 2018

[Additional signatures may be added if required by the Participating Entity]

NASPO ValuePoint
PARTICIPATING ADDENDUM
PUBLIC SAFETY COMMUNICATIONS



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

to support documentation of participation and posting in appropriate data bases.]

ADDENDUM 2

Public Safety Communication Equipment 06913

Participating Entity: **STATE OF GEORGIA**

The Parties Agree as follows:

1. The State of Georgia and participating agencies agree to disregard any terms contained in Master Agreement #: 06913 documents that conflict with this Addendum.
2. Confidentiality and Nondisclosure. The Agreement is subject to public disclosure. All provisions of the Agreement regarding confidentiality or nondisclosure are subject to the Georgia Open Records Act and other applicable laws.
3. Choice of Law & Choice of Forum. Both the rights and obligations of the Parties and this Agreement as well as any dispute, claim, or controversy arising out of or relating to this Agreement shall, in all respects, be established, interpreted, construed, enforced and governed by and under the laws of the State of Georgia, without regard to any provision governing conflicts of law. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
4. Subject to Applicable Law. This Agreement is entered into pursuant to O.C.G.A. § 50-5-50 et seq. As a public entity, all of User Agency's obligations are subject to any applicable laws.
5. Alternative Dispute Resolution. No method of mandatory alternative dispute resolution shall apply to any dispute, claim, or controversy arising out of or relating to this Agreement.
6. DOAS Participation in Contract Disputes. Consistent with its statutory authority, DOAS is acting solely in a representative capacity and on behalf of User Agencies. Accordingly, DOAS is not a party to this Agreement, unless DOAS itself makes a purchase pursuant to the Agreement, and need not be joined as a party to any dispute that may arise out of this Agreement. With regard to this

Agreement, the officers, agents and employees of DOAS are acting solely in their official capacity and need not be joined as a party to any dispute that may arise out of this Agreement.

7. Notices. In addition to any other obligations the parties may have regarding notice, all notices or other communications regarding termination, material breach, modification, or audit of this Agreement, or a license covered by this Agreement shall be copied to DOAS at the following address.

INSERT ADDRESS AND CONTACT INFO FOR DOAS:

Dr. Carl Hall
Department of Administrative Services of Georgia
200 Piedmont Ave SE
Suite 1308, West Tower
Atlanta, GA 30334

8. Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Parties hereto (including User Agencies), and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
9. Assignment. Except as set forth below, neither party may assign or transfer this Agreement, or any rights regarding either, without the prior mutual written consent of DOAS and CONTRACTOR. Reference Georgia Procurement Manual Section 7.6.4. Any attempted assignment, delegation or transfer in derogation of this Paragraph shall be null and void.

If a User Agency is reorganized such that certain operations or functions are transferred from User Agency to a different governmental entity, then in connection with such reorganization, User Agency may, upon written notice to Contractor, transfer licenses to another governmental entity provided that the transferee is performing some substantially similar business and/or operational functions as the original User Agency. Both entities shall execute such paperwork as Contractor may reasonably require.

10. Interpretation. Any question of interpretation or construction shall not be resolved by any rule providing for interpretation or construction against the party who causes the uncertainty to exist or against the drafters of the Agreement.
11. Headings. The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of this Agreement.
12. Publicity. Contractor agrees not to refer to DOAS or User Agencies in such a manner as to state or imply that its services, products or software is endorsed or preferred by User Agencies, the State of Georgia, or any unit of either. The foregoing shall not prohibit Contractor from identifying a User Agency as a customer in a customer list.

13. Relationship Among Public Entities. Each User Agency's obligations and liabilities are independent of every other User Agencies' obligations and liabilities. Termination of one User Agency does not constitute grounds for termination of a different User Agency.
14. Survival of Obligations. The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Agreement shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by clauses relating to: Indemnification, Limitation of Recovery, Audit, and Bankruptcy.
15. Waiver & Modification. No waiver of any default by either party shall act as a waiver of a subsequent or different default. Except for updates to Addendum 1 (E300) of the License and Services Agreement No.3I8314, the provisions of this Agreement may not be modified or waived except by another agreement in writing executed by authorized representatives. A User Agency and Contractor may modify the provisions of the agreement only to the extent applicable to said User Agency's purchase. Additional terms and conditions as may be contained in any User Agency's purchase order or document shall not be applicable unless specifically agreed to in writing and signed by both parties.
16. Anti-Indemnification & Anti-Representation. Any provision in the Agreement is void to the extent it imposes an obligation upon DOAS or a User Agency that would properly be characterized as an indemnity. DOAS and User Agencies makes no representations or warranties to Contractor, and any language to the contrary is void.
17. Statute of Limitations. Any provision in the Agreement is void to the extent that it modifies the statute of limitations or alters the time period within which an action must be brought.
18. Non-appropriations. Pursuant to O.C.G.A. § 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that User Agency cannot fulfill its obligations under the Agreement, which determination is at User Agency's sole discretion and shall be conclusive.
19. Users. A User Agency has no liability for any acts or omissions of any person that User Agency allows to use the software, unless such acts or omissions are within the scope of that person's employment or have been properly authorized by User Agency.
20. Privacy. As used in this paragraph, the term 'data' means any information regarding any person or entity other than a User Agency that is gathered or acquired by User Agency as a result of the software licensed by User Agency being used. Except to the extent fully disclosed in writing (e.g.,

a privacy policy or the documentation), or to the extent disclosed to provide technical support from Contractor or an Contractor authorized partner or as a result of User Agency's users or named users commanding release or authorizing access or distribution of data by manipulation of the Products, Contractor represents that Software will not provide any entity other than Contractor with any data. Notwithstanding anything to the contrary, Contractor agrees (i) not to use or retain data for any purpose other than performing this contract, except to the extent that using or retaining state data is incidental to providing technical support, system optimization or contract administration, such as financial, administrative, cost or pricing, and (ii) not to sell, trade, or otherwise release data. Upon request, Contractor shall provide written confirmation of compliance with this clause. Contractor agrees that User Agency has no adequate remedy at law for a violation of Contractor's obligations under this paragraph. User Agency must obtain written approval from Contractor prior to the exchange of any personally identifiable information.

21. **Bankruptcy**

a. Reserved.

b. Rejection of Executory License. The Parties agree that the Software is "intellectual property" as defined in Section § 101(35A) of the U.S. Bankruptcy Code. Upon the filing by Contractor of a petition in bankruptcy or insolvency or upon any other proceeding or action by or against the Contractor under the relevant law on insolvency or bankruptcy, this Agreement and the Authorized EULAs shall be governed by Section 365(n) of the U.S. Bankruptcy Code. If any person seeks to reject this Agreement pursuant to bankruptcy law, User Agency shall have the option of using the software for either the original term of the license granted or a period of five years after rejection is requested.

22. Rights to Software or Database developed by User Agency. Nothing in this Agreement shall be construed to give Contractor any rights with regard to computer programs developed independently and without the use of Contractor supplied software or services by User Agency, regardless of whether or not such programs are connected to or are functionally similar, in whole or part, to software. Nothing in this paragraph grants a User Agency any rights to Contractor's intellectual property or to any derivative works.

23. Drug-free Workplace. Contractor hereby certifies as follows:

- a. Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
- b. If Contractor has more than one employee, including, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and

(iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-J(b).

24. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that, at the time of execution of this agreement, Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.I Subpart 9.4.

25. **Certification Regarding Sales and Use Tax.** By executing the Contract, Contractor certifies it is either
(a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. Contractor also acknowledges that the State may declare the Contract void if the above certification is false. Contractor also understands that fraudulent certification may result in the DOAS or its representative filing for damages for breach of contract.

26. **Compliance with O.C.G.A. § 50-5-85** Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

27. **Administrative Requirements.** An administrative fee of 1.5% per sale, shall be applicable to this Agreement. Quarterly usage reports may be made required upon written request.

PUBLIC SAFETY COMMUNICATIONS

Master Agreement #: 06913

GA Participating Addendum #: 99999-SPD-NVPWA06913-0003

Contractor: **HARRIS CORPORATION**

Participating Entity: **STATE OF GEORGIA**

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

- *All products and accessories listed on the Contractor page of the NASPO Value Point website.*

CATEGORY: RADIOS	
<i>Subcategory: Portable, Single-Band tier I</i>	<i>Subcategory: Mobile, Single-Band tier II</i>
<i>Subcategory: Portable, Single-Band tier II</i>	<i>Subcategory: Mobile, Single-Band tier III</i>
<i>Subcategory: Portable, Single-Band tier III</i>	<i>Subcategory: Desktop, Single-Band tier II</i>

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Public Safety Communications Equipment led by the State of **Washington** for use by state agencies and other entities located in the State of Georgia authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

This is not a mandatory contract for any Purchasing Entities. The Purchasing Entities may obtain related Deliverables and Services from other sources during the term of this Participating Addendum. The Participating Entity makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Deliverables or Services will be procured.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions and colleges and universities. The statewide contract(s) will also be available on a convenience basis to other governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users.

Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Contract Term: The term of this Participating Addendum will be effective December 1, 2018 through March 30, 2020, to align with the Master Agreement term unless otherwise



cancelled or terminated as set forth in this Participating Addendum by the Participating State. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

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

Contractor

Name:	Tom Clair
Address:	221 Jefferson Ridge Parkway Lynchburg, VA 24501
Telephone:	1-434-485-7967
Email:	Tom.Clair@harris.com

Contractor

Name:	Jennifer Ortiz
Address:	221 Jefferson Ridge Parkway Lynchburg, VA 24501
Telephone:	1-434-385-2828
Fax:	
Email:	Jennifer.Ortiz@harris.com

Lead State - WASHINGTON

Name:	Neva Peckham
Address:	1500 SE Jefferson Street, Olympia WA 98504
Telephone:	Telephone: 360-407-9411
Email:	Email: neva.peckham@des.wa.gov



Participating Entity

Name:	Lisa Eason
Address:	200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta Georgia 30334
Telephone:	404- 656-0934
Email:	lisa.eason@doas.ga.gov

PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

This agreement is modified to incorporate Addendum 2.

NASPO ValuePoint
PARTICIPATING ADDENDUM
PUBLIC SAFETY COMMUNICATIONS



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

Participating Entity: State of Georgia	Contractor: <i>HARRIS CORP.</i>
Signature: <i>Lisa Eason</i>	Signature: <i>Tom Clair</i>
Name: <i>LISA EASON</i>	Name: Tom Clair
Title: <i>Deputy Commissioner - SPD</i>	Title: Contracts Manager
Date: <i>1-28-19</i>	Date: December 12, 2018

[Additional signatures may be added if required by the Participating Entity]

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
to support documentation of participation and posting in appropriate data bases.]

Master Agreement #: 06913

GA Participating Addendum #: 99999-SPD-NVPWA06913-0004

Contractor: **MOTOROLA SOLUTIONS**

Participating Entity: **STATE OF GEORGIA**

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

- *All products and accessories listed on the Contractor page of the NASPO Value Point website.*

CATEGORY: RADIOS	
<i>Subcategory: Portable, Dual-Band</i>	<i>Subcategory: Mobile, Single-Band tier II</i>
<i>Subcategory: Portable, Single-Band tier I</i>	<i>Subcategory: Mobile, Single-Band tier III</i>
<i>Subcategory: Portable, Single-Band tier II</i>	<i>Subcategory: Desktop, Dual-Band</i>
<i>Subcategory: Portable, Single-Band tier III</i>	<i>Subcategory: Desktop, Single-Band tier I</i>
<i>Subcategory: Mobile, Dual-Band</i>	<i>Subcategory: Desktop, Single-Band tier II</i>
<i>Subcategory: Mobile, Single-Band tier I</i>	
CATEGORY: BASE STATION/REPEATERS, SINGLE-BAND TIER I	
CATEGORY: BASE STATION/REPEATERS, SINGLE-BAND TIER II	
CATEGORY: MOBILE RADIO ANTENNAS	

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Public Safety Communications Equipment led by the State of **Washington** for use by state agencies and other entities located in the State of Georgia authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.

This is not a mandatory contract for any Purchasing Entities. The Purchasing Entities may obtain related Deliverables and Services from other sources during the term of this Participating Addendum. The Participating Entity makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Deliverables or Services will be procured.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited

PUBLIC SAFETY COMMUNICATIONS

to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions and colleges and universities. The statewide contract(s) will also be available on a convenience basis to other governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users.

Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Contract Term:** The term of this Participating Addendum will be effective December 1, 2018 through March 30, 2020, to align with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating State. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.
4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	
Address:	
Telephone:	
Email:	

Contractor

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Lead State - WASHINGTON

Name:	Neva Peckham
Address:	1500 SE Jefferson Street, Olympia WA 98504
Telephone:	Telephone: 360-407-9411
Email:	Email: neva.peckham@des.wa.gov

Participating Entity

Name:	Lisa Eason
Address:	200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta Georgia 30334
Telephone:	404- 656-0934
Email:	lisa.eason@doas.ga.gov

PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

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Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

This agreement is modified to incorporate Addendum 2.

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

Participating Entity: State of Georgia	Contractor: Motorola Solutions, Inc.
Signature: 	Signature: 
Name: <i>Lisa Eason</i>	Name: Robert E. Marshall Jr.
Title: <i>Deputy Commissioner</i>	Title: Vice President, South East Region
Date: <i>1-28-19</i>	Date:

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
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[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]

ADDENDUM 2

Public Safety Communication Equipment 06913

Participating Entity: STATE OF GEORGIA

The Parties Agree as follows:

1. The State of Georgia and participating agencies agree to disregard any terms contained in Master Agreement No. 06913 documents that conflict with this Addendum 2.
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Department of Administrative Services
of Georgia 200 Piedmont Ave SE
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ADDENDUM 2

Public Safety Communication Equipment 06913

Participating Entity: STATE OF GEORGIA

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Department of Administrative Services
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10. **Interpretation**. Any question of interpretation or construction shall not be resolved by any rule providing for interpretation or construction against the party who causes the uncertainty to exist or against the drafters of the Agreement.
11. **Headings**. The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of this Agreement.
12. **Publicity**. Contractor agrees not to refer to DOAS or User Agencies in such a manner as to state or imply that its services, products or software is endorsed or preferred by User Agencies, the State of Georgia, or any unit of either. The foregoing shall not prohibit Contractor from identifying a User Agency as a customer in a customer list.

13. **Relationship Among Public Entities.** Each User Agency's obligations and liabilities are independent of every other User Agencies' obligations and liabilities. Termination of one User Agency does not constitute grounds for termination of a different User Agency.
14. **Survival of Obligations.** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Agreement shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by clauses relating to: Indemnification, Limitation of Recovery, Audit, and Bankruptcy.
15. **Waiver & Modification.** No waiver of any default by either party shall act as a waiver of a subsequent or different default. Except for updates to Addendum 1 (E300) of the License and Services Agreement No.3I8314, the provisions of this Agreement may not be modified or waived except by another agreement in writing executed by authorized representatives. A User Agency and Contractor may modify the provisions of the agreement only to the extent applicable to said User Agency's purchase. Additional terms and conditions as may be contained in any User Agency's purchase order or document shall not be applicable unless specifically agreed to in writing and signed by both parties.
16. **Anti-Indemnification & Anti-Representation.** Any provision in the Agreement is void to the extent it imposes an obligation upon DOAS or a User Agency that would properly be characterized as an indemnity. DOAS and User Agencies make no representations or warranties to Contractor, and any language to the contrary is void.
17. **Statute of Limitations.** Any provision in the Agreement is void to the extent that it modifies the statute of limitations or alters the time period within which an action must be brought.
18. **Non-appropriations.** Pursuant to O.C.G.A. § 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that User Agency cannot fulfill its obligations under the Agreement, which determination is at User Agency's sole discretion and shall be conclusive. The User Agency will pay Contractor for all conforming equipment shipped and services rendered up to the date of termination.
19. **Users.** A User Agency has no liability for any acts or omissions of any person that User Agency allows to use the software, unless such acts or omissions are within the scope of that person's employment or have been properly authorized by User Agency.
20. **Privacy.** As used in this paragraph, the term 'data' means any information regarding any person or entity other than a User Agency that is gathered or acquired by User Agency as a result of the software licensed by User Agency being used. Except to the extent fully disclosed in writing (e.g.,

a privacy policy or the documentation), or to the extent disclosed to provide technical support from Contractor or an Contractor authorized partner or as a result of User Agency's users or named users commanding release or authorizing access or distribution of data by manipulation of the Products, Contractor represents that Software will not provide any entity other than Contractor with any data. Notwithstanding anything to the contrary, Contractor agrees (i) not to use or retain data for any purpose other than performing this contract, except to the extent that using or retaining state data is incidental to providing technical support, system optimization or contract administration, such as financial, administrative, cost or pricing, and (ii) not to sell, trade, or otherwise release data. Upon request, Contractor shall provide written confirmation of compliance with this clause. Contractor agrees that User Agency has no adequate remedy at law for a violation of Contractor's obligations under this paragraph. User Agency must obtain written approval from Contractor prior to the exchange of any personally identifiable information.

21. Bankruptcy.

a. Reserved.

b. Rejection of Executory License. The Parties agree that the Software is "intellectual property" as defined in Section § 101(35A) of the U.S. Bankruptcy Code. Upon the filing by Contractor of a petition in bankruptcy or insolvency or upon any other proceeding or action by or against the Contractor under the relevant law on insolvency or bankruptcy, this Agreement and the Authorized EULAs shall be governed by Section 365(n) of the U.S. Bankruptcy Code. If any person seeks to reject this Agreement pursuant to bankruptcy law, User Agency shall have the option of using the software for either the original term of the license granted or a period of five years after rejection is requested.

22. **Rights to Software or Database developed by User Agency.** Nothing in this Agreement shall be construed to give Contractor any rights with regard to computer programs developed independently and without the use of Contractor-supplied software or services by User Agency, regardless of whether or not such programs are connected to or are functionally similar, in whole or part, to software. Nothing in this paragraph grants a User Agency any rights to Contractor's intellectual property or to any derivative works.

23. **Drug-free Workplace.** Contractor hereby certifies as follows:

- a. Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
- b. If Contractor has more than one employee, including, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and