

FORMAL COOPERATIVE PURCHASE AGREEMENT

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 - b) Vendor's Insurance Waiver attached as **Exhibit E**.
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c) Notwithstanding anything in **Exhibits A** and **B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with , the laws of the State of California, excluding however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

d) All other provisions in the Original Government Contract are fully binding on the parties and will represent the agreement between the City and the Vendor.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Melissa Perales
Purchasing Manager

No signature of City Attorney required.
Standard Document **#GSD-S Formal
Cooperative Purchase Agt. (10-2023)**
has been used without modification, as
certified by the undersigned.

By: _____
Sandra Gamez
Procurement Supervisor


ATTEST:
TODD STERMER, MMC
City Clerk

By: _____ Date _____
Deputy

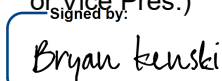
Addresses:
CITY
City of Fresno
Attention: Sandra Gamez
2101 G Street, Bldg. A
Fresno, CA 93706
Phone: (559) 621-1169
E-mail: sandra.gamez@fresno.gov
FAX: (559) 457-1265

Attachments:
Exhibit A - Invitation For Bids
Exhibit B - Original Government Contract
Exhibit C - City's insurance and Indemnity
Exhibit D - Summary Overview
Exhibit E - Insurance Waiver

TAIT NORTH AMERICA, INC., a Texas
Corporation (Tait Communications)

Signed by: _____ 4/23/2025
By:  _____
438E416B67694EA...
Name: Kevin W Sumrell

Title: President, Tait Americas
(If corporation or LLC., Board Chair, Pres.
or Vice Pres.)

Signed by: _____ 4/23/2025
By:  _____
BE874E7BADFD4C0...
Name: Bryan Kenski

Title: Secretary and Treasurer, Tait Americas
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

Vendor:
Tait North America, Inc.,
Attention: Legal Department
1315 W Sam Houston Parkway N, Suite 140
Houston, TX 77043
Phone: (707) 955-6280
E-mail:
commercial.tam@taitcommunications.com

EXHIBIT A

Invitation for Bids



COMPETITIVE SOLICITATION – No. 00318
COOPERATIVE PURCHASING MASTER AGREEMENT
FOR
PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

INTRODUCTION

The Washington State Department of Enterprise Services (Enterprise Services) is issuing this Competitive Solicitation pursuant to RCW chapter 39.26. Pursuant to this Competitive Solicitation, Enterprise Services intends to conduct a competitive procurement to establish and award nationwide Cooperative Purchasing Master Agreements for eligible purchasers to purchase Public Safety Communication Products, Services and Solutions (“Public Safety Radio”). The Cooperative Purchasing Master Agreements will be awarded as set forth in this Competitive Solicitation.

Cooperative Purchasing Agreement: Pursuant to RCW 39.26.060, Enterprise Services is authorized to participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods or services with one or more states, state agencies, local governments, local government agencies, federal agencies, or tribes located in Washington, in accordance with an agreement entered into between the participants. Enterprise Services, pursuant to an agreement with NASPO ValuePoint Cooperative Purchasing Program, is serving as ‘Lead State’ in conducting the competitive procurement and resulting Cooperative Purchasing Master Agreement for Public Safety Radio. Enterprise Services intends to use the solicitation to establish Cooperative Purchasing Master Agreements with qualified Bidders to provide Public Safety Radio for Washington State and all NASPO ValuePoint Participating States and authorized Participating Entities.

NASPO ValuePoint. NASPO ValuePoint is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group-contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites: www.naspovaluepoint.org and www.naspo.org.

Participating Entities. The resulting Cooperative Purchasing Master Agreement(s) from this solicitation will be available for use by the State of Washington and any NASPO ValuePoint cooperative purchasing member – i.e., any state, the District of Columbia, or territory of the United States (collectively “State”).

Participation shall be through a Participation Addendum to participate in the Cooperative Purchasing Master Agreement(s); *Provided*, however, that such Participating Addendum must be executed by the chief procurement official for the applicable State which may authorize local participation in accordance with applicable State law; and *Provided further*, that such Participating Addendum shall not change the terms and conditions set forth in the Cooperative Purchasing Master Agreement(s). Any State that executes such Participating Addendum is a 'Participating State,' and its authorized participants (purchasers) are 'Purchasing Entities.' Some local governments, political subdivisions, and other authorized entities under the applicable state may be permitted by the chief procurement official to execute a Participating Addendum and also become a Participating Entity.

- PARTICIPATING STATES. In addition to Washington, the Lead State conducting this Competitive Solicitation, the following Participating States have requested to be named in this Competitive Solicitation as potential users of the resulting Cooperative Purchasing Master Agreement(s):

Alaska	Maryland	Utah
California	Montana	Vermont
Colorado	New Mexico	Wisconsin
Florida	Oklahoma	
Hawaii	Oregon	
Illinois	South Dakota	

Other States may choose to execute a Participating Addendum, as set forth herein, after award of the Cooperative Purchasing Master Agreement(s).

Some States may have included additional special or unique state terms and conditions that will govern their Participating Addendum. These terms and conditions are being provided as a courtesy to Bidders to indicate which additional terms and conditions may be incorporated into the Participating Addendum of such states after award of the Cooperative Purchasing Master Agreement(s). The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the awarded Bidder. Awarded Bidders have no obligation to agree to any substantive terms and conditions set forth in a Participating Addendum that have not been set forth in this Competitive Solicitation.

The form of the Participating Addendum for the State of Washington as well as the Participating Addendum template(s) or Special Terms and Conditions for other Participating or Purchasing Entities is attached as exhibits:

- [Exhibit E-1 Participating Addendum – State of Washington \(Lead State\)](#)
- [Exhibit E-2 Participating Addendum – State of Oregon](#)
- [Exhibit E-3 Terms and Conditions – State of Vermont](#)
- [Exhibit E-4 Terms and Conditions – State of New Mexico](#)
- [Exhibit E-5 Terms and Conditions – State of Montana](#)
- [Exhibit E-6 Terms and Conditions – State of Hawaii](#)
- [Exhibit E-7 Terms and Conditions – State of Utah](#)
- [Exhibit E-8 Terms and Conditions – State of California](#)
- [Exhibit E-9 Terms and Conditions – State of Illinois](#)

- [Exhibit E-10 Participating Addendum – State of Wisconsin](#)
- [Exhibit E-11 Terms and Conditions – State of Maryland](#)
- [Exhibit E-12 Terms and Conditions – State of Alaska](#)

This Competitive Solicitation is divided into six (6) sections:

- [Section 1](#) provides a summary table of relevant deadlines for responding to the Competitive Solicitation and identifies contact information for Enterprise Services’ Procurement Coordinator
- [Section 2](#) provides important information about the procurement that is designed to help interested Bidder’s evaluate the potential opportunity, including the purpose of the procurement and the Cooperative Purchasing Master Agreement, the form of the resulting the Cooperative Purchasing Master Agreement, and potential contract sales.
- [Section 3](#) identifies how Enterprise Services will evaluate the bids.
- [Section 4](#) identifies how to prepare and submit a bid for this Competitive Solicitation, including detailed instructions regarding what to submit and how to submit your bid.
- [Section 5](#) details the applicable requirements to file a complaint, request a debrief conference, or file a protest regarding this Competitive Solicitation.
- [Section 6](#) provides information pertaining to doing business with the State of Washington.

In addition, this Competitive Solicitation includes the following Exhibits:

- [Exhibit A – Required Bidder Information:](#) These exhibits identify information that Bidders must provide to Enterprise Services to constitute a responsive bid. See Section 4, below.
 - [Exhibit A-1 – Bidder Certification](#)
 - [Exhibit A-2 – Bidder Profile](#)
- [Exhibit B – Technical/Performance Requirements:](#) This exhibit outlines the required specifications/qualifications for the Public Safety Radio that is/are the subject of this Competitive Solicitation.
 - [Exhibit B-1 Mandatory Technical Requirements](#)
 - [Exhibit B-2 System Solutions Narratives](#)
 - [Exhibit B-3 Experience, Qualifications, Certifications, and Services](#)
 - [Exhibit B-4 References](#)
- [Exhibit C – Bid Price:](#) This exhibit provides the pricing information that Bidders will complete as part of their bid and the price evaluation tool that Enterprise Services will use to evaluate and compare bids.
- [Exhibit D – Cooperative Purchasing Master Agreement:](#) This exhibit is a draft of the Cooperative Purchasing Master Agreement that any successful Bidder will execute with Enterprise Services.
- [Exhibit D-1 Cooperative Purchasing Master Agreement Issues List.](#) This exhibit provides a template for submitting any issues/concerns with the Cooperative Purchasing Master Agreement attached as Exhibit D.

- [Exhibit E – Historical Sales and Other State Information](#). This exhibit provides other states historical sales and unique terms & conditions that are negotiated with that state as a part of the Participating Addendum process.

SECTION 1 – DEADLINES, QUESTIONS, PROCUREMENT COORDINATOR, AND MODIFICATION

This section identifies important deadlines for this Competitive Solicitation and where to direct questions regarding the Competitive Solicitation.

- 1.1. **COMPETITIVE SOLICITATION DEADLINES.** The following table identifies important dates for this Competitive Solicitation:

COMPETITIVE SOLICITATION DEADLINES	
ITEM	DATE
Competitive Solicitation Posting Date:	November 16, 2020
Pre-Bid Conference Date and Instructions:	December 2, 2020
	https://www.eventbrite.com/e/public-safety-communications-pre-bid-conferences-tickets-127043742253 1) Pre-Bid Conference registration is open from November 16-23, 2020. 2) All Pre-Bid Conference attendees must register using the link above. 3) A total of five (5) attendees from each company may register. 4) All attendees from each company must register individually. 5) One (1) week prior to the Pre-Bid Conference, all registered attendees will receive a link and instructions for attendance. 6) The Pre-Bid Conference will be recorded.
Question & Answer Period:	November 16 – January 15, 2021
Deadline for submitting Bids:	January 25, 2021
Bid Evaluation:	February 1 – February 26, 2021
Anticipated Announcement of Apparent Successful Bidders (s):	March 10, 2021
Anticipated Award of Cooperative Purchasing Master Agreement(s):	March 19, 2021
Cooperative Purchasing Master Agreement Negotiations:	March 22, 2021 through May 31, 2021
Cooperative Purchasing Master Agreement Start Date:	July 1, 2021

The solicitation (and award of the Cooperative Purchasing Master Agreements) is subject to complaints, debriefs, and protests, which may impact the dates set forth above.

- 1.2. **COMPETITIVE SOLICITATION QUESTIONS.** Questions or concerns regarding this Competitive Solicitation must be directed to the following Procurement Coordinator:

Procurement Coordinator	
Name:	Neva Peckham
Telephone:	360-407-2218
Email:	DESContractsTeamCypress@des.wa.gov

Questions raised at the pre-bid conference and during the Q&A period will be answered and responses posted to Washington's Electronic Business Solutions (WEBS).

- 1.3. **COMPLAINTS, DEBRIEFS, & PROTESTS.** The Competitive Solicitation (and award of any Cooperative Purchasing Master Agreement) is subject to complaints, debriefs, and protests as explained in Section 5, which may impact the dates set forth above.
- 1.4. **COMPETITIVE SOLICITATION – AMENDMENT & MODIFICATION.** Enterprise Services reserves the right to amend and modify this Competitive Solicitation. Only Bidders who have properly registered and downloaded the original Competitive Solicitation directly via Washington's Electronic Business Solutions (WEBS) will receive notifications of amendments and other correspondence pertinent to this Competitive Solicitation. Bidders must be registered in WEBS to be awarded a Cooperative Purchasing Master Agreement. Visit [WEBS](#) to register.

SECTION 2 – INFORMATION ABOUT THE PROCUREMENT

This section describes the purpose of the Competitive Solicitation and provides information about this procurement, including the potential scope of the opportunity.

- 2.1. **PURPOSE OF THE PROCUREMENT – AWARD COOPERATIVE PURCHASING MASTER AGREEMENTS.** The purpose of this Competitive Solicitation is to receive competitive bids to evaluate and, as appropriate, award nationwide Cooperative Purchasing Master Agreements for Public Safety Radio.

Enterprise Services intends to award Cooperative Purchasing Master Agreement(s) to Manufacturers by category/sub-category. Bidders may choose to submit a bid to any or all of the categories/sub-categories. The Categories and Allowable Awards are as follows:

CATEGORY	ALLOWABLE AWARD
1. Radio (P-25)*	Manufacturers**
2. Conventional Analog Portable (Non-P25)	Manufacturers
3. Vehicular Repeater Systems (VRS) P25	Manufacturers
4. Dispatch Consoles	Manufacturers
5. Microwave Radio	Manufacturers
6. Interoperability Gateway Devices	Manufacturers
7. Power Supply Products & Solutions	Authorized Resellers***

8. Test Equipment	Manufacturers
9. Monitoring & Alarm Equipment	Manufacturers
10. Furniture, Dispatch Console	Manufacturers
11. Equipment Shelters	Manufacturers
12. Towers	Manufacturers

*Enterprise Services intends to award Cooperative Purchasing Master Agreement(s) for Radio System Solutions to qualifying Radio Manufacturers. Radio Manufacturers awarded the Base Station Repeater (Sub-Category 1.7) and Dispatch Console (Category 4) are considered qualifying Manufacturer and may have the opportunity to offer a complete (turnkey) radio system solution. System solution may include a system upgrade or a new system. System solution Bidders will be responsible for all components of a solution.

**For purposes of this Cooperative Purchasing Master Agreement, Manufacturer is defined as a company that, as one of its primary functions, designs, assembles, owns the trademark/patent and markets branded products.

***Enterprise Services intends to award Cooperative Purchasing Master Agreements to authorized resellers by category/sub-category in Category 7 Power Supply Products and Solutions. Authorized resellers of power system products may choose to submit a bid for any or all of the categories/sub-categories. System solution providers will be responsible for all components of the solution. Authorized resellers may choose to respond to any or all categories/sub-categories in Category 7.

- 2.2. **COOPERATIVE PURCHASING MASTER AGREEMENT.** The form of the Cooperative Purchasing Master Agreement that will be awarded as a result of this Competitive Solicitation is attached as [Exhibit D – Cooperative Purchasing Master Agreement](#).
- 2.3. **CONTRACT TERM.** As set forth in the attached Cooperative Purchasing Master Agreement for this Competitive Solicitation, the contract term is sixty (60) months. Bidders are to specify prices for the contract term. Cooperative Purchasing Master Agreements are subject to earlier termination.
- 2.4. **ESTIMATED SALES.** For prior Cooperative Purchasing Master Agreements, historical sales from 2012 - 2019 totaled approximately \$899,401,791 for public safety radio among all eligible Purchasers. See [Exhibit E Historical Sales](#) for additional detail by Vendor and State.
- 2.5. **WASHINGTON STATE PROCUREMENT PRIORITY & PREFERENCE.** Enterprise Services will apply the following Washington State procurement priorities and preferences to this Competitive Solicitation which, as set forth in Section 3.9, will impact the evaluation of bids for this Competitive Solicitation:
 - Executive Order 18-03: 50 points

SECTION 3 – BID EVALUATION

This section identifies how Enterprise Services will evaluate bids for this Competitive Solicitation.

3.1 OVERVIEW. Enterprise Services will evaluate bids for this Competitive Solicitation as described below.

- Bidder responsiveness, performance requirements, price factors, and responsibility, will be evaluated based on the process described herein.
- Any Bidder whose bid is determined to be non-responsive will be rejected and will be notified of the reasons for this rejection.
- Enterprise Services reserves the right to: (1) Waive any informality; (2) Reject any or all bids, or portions thereof; (3) Accept any portion of the items bid unless the Bidder stipulates all or nothing in their bid; (4) Request clarification of any bid; (5) Cancel the Competitive Solicitation and re-solicit bids; and/or (6) Negotiate with the lowest responsive and responsible Bidder(s) to determine if such bid can be improved.
- Enterprise Services will use the following process and evaluation criteria for an award of a Cooperative Purchasing Master Agreement:

STEP	ITEM	POINTS	
		Products	Solutions
1	Responsiveness	Pass/Fail	Pass/Fail
2	Exhibit B-1 Mandatory Technical Requirements (per category/sub-category)	Pass/Fail	N/A
3	Exhibit B-2 System Solutions Narratives	N/A	250
4	Exhibit B-3 Experience, Qualifications, Certifications, and Services	500	500
5	Exhibit B-4 References (per category/sub-category/solution)	250	250
TECHNICAL/PERFORMANCE POINTS AVAILABLE		750	750
6	Exhibit C Bid Price (per category/sub-category/solution)	300	300
COMBINED TECHNICAL/PERFORMANCE & BID PRICE POINTS AVAILABLE		1050	1300
7	Washington Preference - Executive Order 18-03	50	50
TOTAL AVAILABLE POINTS		1100	1350
8	Responsibility Analysis	Pass/Fail	Pass/Fail
9	Contract Negotiations	Pass/Fail	Pass/Fail

3.2 RESPONSIVENESS (STEP 1). Enterprise Services will review bids – on a pass/fail basis – to determine whether the bid is ‘responsive’ to this Competitive Solicitation. This means that Enterprise Services will review each bid to determine whether the bid is complete – i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. Enterprise Services reserves the right – in its sole discretion – to determine whether a bid is responsive – i.e., to determine a Bidder’s

compliance with the requirements specified in this Competitive Solicitation and to waive informalities in a bid. An informality is an immaterial variation from the exact requirements of the Competitive Solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the goods or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to Bidders. Responsive bids will be evaluated as set forth herein.

3.3 MANDATORY TECHNICAL REQUIREMENTS EVALUATION (STEP 2). Enterprise Services will convene a team to review bids to determine whether each Bidder's product(s) meet the performance requirements set forth in *Exhibit B-1 – Category/Sub-Category Mandatory Technical Requirements*. Enterprise Services reserves the right to request additional information or perform tests and measurements before selecting the Apparent Successful Bidder. A Bidder's failure to provide requested information to Enterprise Services within ten (10) business days may result in disqualification. Failure to meet the mandatory technical requirements in a category/sub-category will not be further evaluated for the relevant category/sub-category.

3.4 SYSTEM SOLUTIONS NARRATIVE EVALUATION (STEP 3). Enterprise Services will convene a team to review and rate the bid narratives submitted for System Solution Narratives in Exhibit B-2. System Solutions are evaluated and awarded separately by category/sub-category.

Average Evaluator ratings, using the guidelines below will determine awarded points. Bidder's combined average rating will be divided by the available rating to determine the percentage of awarded points. The percentage will be multiplied by the number of points available to determine the Bidder's total awarded points. For example:

$$\begin{aligned} \text{Average Evaluator Rating (65) / available rating (100)} &= \text{Percentage of Points (65\%)} \\ \text{Percentage of Points (65\%)} \times \text{maximum points available (250)} &= \text{Awarded points} = 162.50 \end{aligned}$$

3.5 EXPERIENCE, QUALIFICATIONS, CERTIFICATIONS, AND SERVICES (STEP 4). Enterprise Services will convene a team to evaluate bid responses to Exhibit B-3 Experience, Qualifications, Certifications, and Services. Average Evaluator ratings, using the guidelines below will determine awarded points. Bidder's average rating will be divided by the available rating to determine the percentage of awarded points. The percentage will be multiplied by the number of points available to determine the Bidder's total awarded points. For example:

$$\begin{aligned} \text{Average Evaluator Rating (65) / maximum available rating (100)} &= \text{Percentage of Points (65\%)} \\ \text{Percentage of Points (65\%)} \times \text{total points available (500)} &= \text{Awarded points} = 325.00 \end{aligned}$$

Quality of Response	Scoring Guidelines	Evaluator's Rating
Unacceptable	Bid response fails to meet the requirement/solution, answer the question, or address the topic at hand. Bid response has multiple, significant weaknesses.	0
Marginal	Bid response partially answers each section/requirements or minimally addresses the line item topic. Bid response has minimal strengths and some weaknesses.	20

Quality of Response	Scoring Guidelines	Evaluator's Rating
Moderate	Bid response answers most of the section/requirements and addresses most of the requirements, but does not provide a clear understanding of how the requirement/solution is met. Bid response has minimal strengths that clearly outweigh weaknesses.	40
Good	Bid response answers all of the sections/requirements, meets the requirements and contains some strengths and/or only has minor weaknesses.	60
Excellent	Bid response answers all of the sections/requirements completely, exceeds the requirements and exhibits a strong and unique approach with multiple strengths.	80
Outstanding	Bid response answers all of the sections/requirements completely with additional information that vastly exceeds the requirement and exhibits a very strong and unique approach with multiple strengths.	100

3.6 **REFERENCES** (Step 5). Enterprise Services will convene a team to evaluate Bidder References. Two (2) references per category/sub-category/solution is required. Bidders are required to submit the reference form in Exhibit B-4 with their bid as instructed. References may be duplicated for each category/sub-category/solution if the work was similar in nature and scope. The combined average reference rating for all references will determine Bidder's awarded points using the formula sample below:

Average Evaluator Rating (3) / available rating (5) = Percentage of Points (60%)

Percentage of Points (60%) X maximum points available (250) = Awarded points = 150.00

3.7 **BID PRICING EVALUATION** (STEP 6). Only Bidders who are responsive, meet the minimum mandatory requirements and score at least seventy percent (70%) of the total non-cost evaluation points will advance to the Bid Pricing Evaluation. Enterprise Services will evaluate bids – to identify the lowest evaluation total – by reviewing and comparing the submitted bid prices provided in Exhibit C. The lowest bid price in each category/sub-category will receive the maximum points available. Others will receive proportionately fewer points, using the formula below:

Lowest Price/Higher Price X Maximum Available Points = Bidder's Awarded Points

3.8 **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES** (STEP 7). Enterprise Services will apply the following Washington State procurement priorities and preferences, as set forth below, to this Competitive Solicitation.

- EXECUTIVE ORDER 18.03 (WORKERS' RIGHTS) - Procurement Preference for Executive Order 18-03 (Firms without Mandatory Individual Arbitration for Employees). Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018), Enterprise Services will evaluate bids for best value and will provide a bid preference in the amount of fifty (50) evaluation points to any Bidder who certifies, pursuant to the Bidder Certification attached as Exhibit [A-1 – Bidder Certification](#), that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

3.9 RESPONSIBILITY ANALYSIS (STEP 8). For responsive bids, Enterprise Services will make reasonable inquiry to determine the responsibility of any Bidder. Enterprise Services will determine responsibility on a pass/fail basis. In determining responsibility, Enterprise Services will consider the following statutory elements:

- The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
- The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- Whether the Bidder can perform the contract within the time specified;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the Bidder with laws relating to the contract or services;
- Whether, within the three-year period immediately preceding the date of the Competitive Solicitation, the Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and
- Such other information as may be secured having a bearing on the decision to award a Cooperative Purchasing Master Agreement.

See RCW 39.26.160(2)(a)-(f). In addition, Enterprise Services may consider the following:

- Financial Information: Enterprise Services may request financial statements, credit ratings, references, record of past performance, clarification of Bidder's offer, on-site inspection of Bidder's or subcontractor's facilities, or other information as necessary. Failure to respond to these requests may result in a bid being rejected as non-responsive.
- References: Enterprise Services reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of /service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a Bidder as non-responsible.

3.10 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER. Enterprise Services will determine the Apparent Successful Bidder ("ASB") per category/sub-category. The ASB will be the responsive and responsible Bidder (s) that best meet(s) the Competitive Solicitation requirements and presents the best total value, including price, as calculated consistent with the instructions set forth in Exhibit C – Bid Price, and other factors as set forth in this Competitive Solicitation.

- Designation as an ASB does not imply that Enterprise Services will issue an award for a Cooperative Purchasing Master Agreement to your firm. Rather, this designation allows Enterprise Services to perform further analysis and ask for additional documentation. The Bidder must not construe this as an award,

impending award, attempt to negotiate, etc. If a Bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.

- Upon announcement of the ASB, Bidders may request a debrief conference as specified in Section 5.

3.11 AWARD OF A COOPERATIVE PURCHASING MASTER AGREEMENT. Subject to protests, if any, Enterprise Services and the ASB will enter into a Cooperative Purchasing Master Agreement as set forth in Exhibit D – Cooperative Purchasing Master Agreement. An award, in part or full, is made and a contract formed by execution of the Cooperative Purchasing Master Agreement by Enterprise Services and the awarded Bidder. Enterprise Services reserves the right to award on an all-or-nothing consolidated basis. Following the award of the Cooperative Purchasing Master Agreement, all Bidders registered in WEBS will receive a Notice of Award delivered to the Bidder's email address provided in the Bidder's profile in WEBS.

Cooperative Purchasing Master Agreement awards will be made to Bidders who:

1. Are responsive, and
2. Meet all the requirements of Exhibit B-1, and
3. Score seventy percent (70%) of the total technical/performance evaluation points, and
4. Total combined technical/performance and price points is equal to or greater than seventy percent (70%) of the highest Bidder's score in category/sub-category/solution, and
5. Are responsible.

3.12 Bid Information Availability. Upon Enterprise Services' announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington's Public Records Act. See RCW 39.26.030(2). Upon Enterprise Services' announcement of ASB, Enterprise Services will post all bid evaluations to Enterprise Services' website.

SECTION 4 – HOW TO PREPARE AND SUBMIT A BID FOR THIS COMPETITIVE SOLICITATION

This section identifies how to prepare and submit your bid to Enterprise Services for this Competitive Solicitation. In addition, Bidders will need to review and follow the Competitive Solicitation requirements including those set forth in the exhibits, which identifies the information that Bidders must provide to Enterprise Services to constitute a responsive bid. By responding to this Competitive Solicitation and submitting a bid, Bidders acknowledge having read and understood the entire Competitive Solicitation and accept all information contained within this Competitive Solicitation.

- 4.1. PRE-BID CONFERENCE.** Enterprise Services will host a Competitive Solicitation pre-bid conference as described in Section 1.1 of this Competitive Solicitation. Attendance is not mandatory. Bidders, however, are encouraged to attend and participate. The purpose of the pre-bid conference is to clarify the Competitive Solicitation as needed and raise any issues or concerns that Bidders may have. If changes to the Competitive Solicitation are required as a result of the pre-bid conference, the Procurement Coordinator will post an amendment to this Competitive Solicitation to WEBS. Assistance for disabled, blind, or hearing-impaired persons who wish to attend the pre-bid conference is available with prior arrangement by contacting the Procurement Coordinator.

4.2. **BIDDER COMMUNICATIONS REGARDING THIS COMPETITIVE SOLICITATION.** During the Competitive Solicitation process, all Bidder communications regarding this Competitive Solicitation must be directed to the Procurement Coordinator for this Competitive Solicitation. See Section 1.2 of this Competitive Solicitation. Bidders should rely only on this Competitive Solicitation and written amendments to the Competitive Solicitation issued by the Procurement Coordinator. In no event will oral communications regarding the Competitive Solicitation be binding.

- Bidders are encouraged to make any inquiry regarding the Competitive Solicitation as early in the process as possible to allow Enterprise Services to consider and, if warranted, respond to the inquiry. If Bidder does not notify Enterprise Services of an issue, exception, addition, or omission, Enterprise Services may consider the matter waived by the Bidder for protest purposes.
- If Bidder inquiries result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.
- Unauthorized contact regarding this Competitive Solicitation with other state employees involved with the Competitive Solicitation may result in Bidder disqualification.

4.3. **PRICING.** Bid prices must include all cost components needed for the delivery of the goods and/or services as described in this Competitive Solicitation. See **Exhibit C – Bid Price**. A Bidder's failure to identify all costs in a manner consistent with the instructions in this Competitive Solicitation is sufficient grounds for disqualification.

- Inclusive Pricing: Bidders must identify and include all cost elements in their pricing. In the event that Bidder is awarded a Cooperative Purchasing Master Agreement, the total price for the goods and/or services shall be Bidder's price as submitted. Except as provided in the Cooperative Purchasing Master Agreement, there shall be no additional costs of any kind.
- Credit Cards (P-Cards): In the event that Bidder is awarded a Cooperative Purchasing Master Agreement, the total price for the goods and/or services shall be the same regardless of whether Purchasers make payment by cash, credit card, or electronic payment. Bidder shall bear, in full, any processing or surcharge fees associated with the use of credit cards or electronic payment.

4.4. **BID SUBMITTAL CHECKLIST – REQUIRED BID SUBMITTALS.** This section identifies the bid submittals that must be provided to Enterprise Services to constitute a responsive bid. The submittals must be delivered as set forth below. Bids that do not include the submittals identified below may be rejected as nonresponsive. In addition, Bidder's failure to complete any submittal as instructed may result in the bid being rejected. Bidders must identify any supplemental materials with the Bidder's name. Bidder must submit required documents as described below:

☐ **EXHIBIT A-1 – BIDDER CERTIFICATION**

This document is the Bidder Certification. Complete the certification and submit it along with any exceptions or required explanations to Enterprise Services.

Note: The Certification must be complete. Where there are choices, Bidder must check a box. The certification must be signed and submitted by a duly authorized representative for the Bidder.

☐ **EXHIBIT A-2 – BIDDER’S PROFILE**

This document is required Bidder information for Enterprise Services’ contract administration purposes. Complete as instructed and submit with bid to Enterprise Services.

☐ **EXHIBIT B-1 – MANDATORY TECHNICAL REQUIREMENTS**

Bidder must confirm that the goods meet or exceed the detailed specifications set forth in *Exhibit B-1*. Complete as instructed and submit with bid to Enterprise Services.

☐ **Exhibit B-2 System Solution Narratives.**

Bidder offering either a Radio Solution or a Power Supply Solutions must complete narrative responses to the system solutions as instructed in *Exhibit B-2* and submit with bid to Enterprise Services.

☐ **Exhibit B-3 Experience, Qualifications, Certifications, and Services.**

Bidder must to complete the worksheet as instructed in *Exhibit B-3* and submit with bid to Enterprise Services.

☐ **Exhibit B-4 References.**

Bidder must complete the reference form(s) as instructed in *Exhibit B-4 References* and submit with bid to Enterprise Services.

☐ **EXHIBIT C – BID PRICE**

Bidder is required to complete the price worksheet as instructed in *Exhibit C – Bid Price* and submit with bid to Enterprise Services.

4.5. **BID FORMAT.** Bids must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the exhibits). Unless otherwise specified in writing by Enterprise Services, documents included with an electronic bid must be prepared in MS Word, MS Excel, or machine readable Adobe PDF. Documents must not be protected using a password to access.

4.6. **SUBMITTING BIDS.** You must submit one (1) electronic bid.

Electronic bids must be emailed to DESContractsTeamCypress@des.wa.gov. Enterprise Services’ email boxes only can accept emails that total less than 30MB in size. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. Bidders may submit multiple electronic files to accommodate the email limits. Multiple electronic files must be labeled to easily identify Bidder and submission. For example; “00318 [foldername-documentname-Biddername]”. Zipped files cannot be accepted.

Bid response must be separated into two folders, Technical/Performance and Bid Price.

Technical/Performance Folder must include the following documents and labeled, “00318Technical-Performance-BidderName”:

1. Exhibit A-1 Bidder Certification
2. Exhibit A-2 Bidder Profile

3. Exhibit B-1 Mandatory Technical Requirements
4. Exhibit B-2 System Solution Narratives
5. Exhibit B-3 Experience, Qualifications, Certifications and Services
6. Exhibit B-4 References
7. Exhibit D-1 Cooperative Purchasing Master Agreement Issues List

Bid Price Folder must be labeled “00318BidPrice-BidderName” and include:

- Exhibit C Bid Price

SECTION 5 – COMPLAINT, DEBRIEF, & PROTEST REQUIREMENTS

This section details the applicable requirements for complaints, debriefs, and protests.

- 5.1. **COMPLAINTS.** This Competitive Solicitation offers a complaint period for Bidders wishing to voice objections to this solicitation. The complaint period ends five (5) business days before the bid due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or, if applicable, at the Pre-Bid Conference. Failure by the Bidder to raise a complaint at this stage may waive its right for later consideration. Enterprise Services will consider all complaints but is not required to adopt a complaint, in part or in full. If Bidder complaints result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.
 - a. **CRITERIA FOR COMPLAINT.** A formal complaint may be based only on one or more of the following grounds: (a) The solicitation unnecessarily restricts competition; (b) The solicitation evaluation or scoring process is unfair or flawed; or (c) The solicitation requirements are inadequate or insufficient to prepare a response.
 - b. **INITIATING A COMPLAINT.** A complaint must: (a) Be submitted to and received by the Procurement Coordinator no less than five (5) business days prior to the deadline for bid submittal; and (b) Be in writing (see Form and Substance, and Other below). A complaint should clearly articulate the basis of the complaint and include a proposed remedy.
 - c. **RESPONSE.** When a complaint is received, the Procurement Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for bid submittals, unless more time is needed. Enterprise Services is required to promptly post the response to a complaint on WEBS.
 - d. **RESPONSE IS FINAL.** The Procurement Coordinator’s response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator prior to bid submittal may be deemed waived for protest purposes.
- 5.2. **DEBRIEF CONFERENCES.** A Debrief Conference is an opportunity for Bidder and the Procurement Coordinator to meet and discuss the Bidder’s bid. A debrief is a required prerequisite for Bidder wishing to file a protest. Following the evaluation of the bids, Enterprise Services will issue an announcement of the ASB. That announcement may be made by any means, but Enterprise Services likely will use email to the Bidder’s email address provided in the Bidder’s Profile. Bidder

will have three (3) business days to request a Debrief Conference. Once a Debrief Conference is requested, Enterprise Services will offer the requesting Bidder one meeting opportunity and notify the Bidder of the Debrief Conference place, date, and time. Please note, because the debrief process must occur before making an award, Enterprise Services likely will schedule the Debrief Conference shortly after the announcement of the ASB and the Bidder's request for a Debrief Conference. Enterprise Services will not allow the debrief process to delay the award. Therefore, Bidder should plan for contingencies and alternate representatives; Bidder who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.

- a. **TIMING.** A Debrief Conference may be requested by Bidder following announcement of the Apparent Successful Bidder.
- b. **PURPOSE OF DEBRIEF CONFERENCE.** Any Bidder who has submitted a timely bid response may request a Debrief Conference (see Form and Substance, and Other below). A Debrief Conference provides an opportunity for the Bidder to meet with Enterprise Services to discuss its bid and evaluation.
- c. **REQUESTING A DEBRIEF CONFERENCE.** The request for a Debrief Conference must be made in writing via email to the Procurement Coordinator and received within three (3) business days after the announcement of the Apparent Successful Bidder. Debrief conferences may be conducted either in person at the Enterprise Services offices in Olympia, Washington, via Zoom (or other approved remote meeting application), or via telephone, as determined by Enterprise Services, and may be limited by Enterprise Services to a specified period of time. The failure of Bidder to request a debrief within the specified time and attend a debrief conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of the procurement coordinator before or during the debrief conference may be deemed waived for protest purposes.

5.3. PROTESTS. Following a Debrief Conference, Bidder may protest the award of a Cooperative Purchasing Master Agreement.

- a. **CRITERIA FOR A PROTEST.** A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in computing evaluation scores; or (c) Non-compliance with any procedures described in the Competitive Solicitation.
- b. **INITIATING A PROTEST.** Any Bidder may protest an award to the ASB. A protest must: (a) Be submitted to and received by the Protest Officer specified below, within five (5) business days after the protesting Bidder's Debriefing Conference (see Form and Substance, and Other below); (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.
- c. **PROTEST RESPONSE.** After reviewing the protest and available facts, Enterprise Services' Protest Officer will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.
- d. **DECISION IS FINAL.** The protest decision is final and not subject to administrative appeal. If the protesting Bidder does not accept Enterprise Services' protest response, the Bidder may seek relief in Thurston County Superior Court.

5.4. **COMMUNICATION DURING COMPLAINTS, DEBRIEFS, AND PROTESTS.** With the exception of protests, all communications about this Competitive Solicitation, including complaints and debriefs, must be addressed to the Procurement Coordinator unless otherwise directed. Protests must be addressed to the Protest Officer.

- a. **FORM, SUBSTANCE, & OTHER.** All complaints, requests for debrief, and protests must (a) Be in writing; (b) Be signed by the complaining or protesting Bidder or an authorized agent, unless sent by email; (c) Be delivered within the time frame(s) outlined herein; (d) Identify the solicitation number; (e) Conspicuously state “Complaint,” “Debrief” or “Protest” in any subject line of any correspondence or email, and (f) Be sent to the address identified below.
- b. **COMPLAINTS & PROTESTS.** All complaints and protests must (a) State all facts and arguments on which the complaining or protesting Bidder is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.

5.5. **HOW TO CONTACT ENTERPRISE SERVICES.**

- a. **TO SUBMIT A COMPLAINT.** Send an email message to the Procurement Coordinator listed in this Competitive Solicitation. The email message must include “Complaint” in the subject line of the email message. Alternatively, mail the complaint to the Procurement Coordinator listed in this Competitive Solicitation at the following address:

Attn: Procurement Coordinator – Complaint
Contracts & Procurement Division
Washington State Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

- b. **TO REQUEST A DEBRIEF CONFERENCE.** Send an email message to the Procurement Coordinator listed in this Competitive Solicitation. The email message must include “Debrief” in the subject line of the email message.
- c. **TO SUBMIT A PROTEST.** Send an email message to the Protest Officer at the following email address: DES_DLProcurementProtest@des.wa.gov. The email message must include “Protest” in the subject line of the email message. Alternatively, mail the protest to the Protest Officer at the following address:

Attn: Protest Officer
Contracts & Procurement Division
Washington State Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

SECTION 6 – DOING BUSINESS WITH THE STATE OF WASHINGTON

This section provides additional information regarding doing business with the State of Washington.

6.1. WASHINGTON'S PUBLIC RECORDS ACT – PUBLIC RECORDS DISCLOSURE REQUESTS.

- All documents (written and electronic) submitted to Enterprise Services as part of this procurement are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure *if* requested. See RCW chapter 42.56, Public Records Act. Enterprise Services strongly discourages Bidder from unnecessarily submitting sensitive information (e.g., information that you might categorize as 'confidential,' 'proprietary,' 'sensitive,' 'trade secret,' etc.).
 - If, in your judgment, there is an applicable statutory exemption from disclosure for certain portions of your bid, please mark the precise portion(s) of the relevant page(s) of your bid that you believe are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure.
 - In addition, if, in your judgment, certain portions of your bid are not statutorily exempt from disclosure but are sensitive because these particular portions of your bid (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that your firm protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, please mark the precise portion(s) of the relevant page(s) of your bid that include such sensitive information.
- In the event that Enterprise Services receives a public records disclosure request pertaining to information that you have submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following:
 - Enterprise Services' Public Records Officer will review any records marked as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the document(s) as appropriate.
 - For documents marked 'sensitive' or for documents where Enterprise Services either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify the Bidder at the address provided in the bid submittal of the public records disclosure request and identify the date that Enterprise Services intends to release the document(s) (including documents marked 'sensitive' or exempt from disclosure) to the requester unless the Bidder, at Bidder's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Bidder fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested document(s) on the date specified. Bidder's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Bidder of any claim that such materials are exempt or protected from disclosure.

6.2. ECONOMIC GOALS. In support of the state's economic goals, Bidder is encouraged to consider the following in responding to this Competitive Solicitation:

- Support for a diverse supplier pool, including, veteran-owned, minority-owned and women-owned business enterprises. Results Washington has established the following voluntary numerical goals for this Competitive Solicitation:
 - Ten (10) percent minority-owned businesses (MBE);
 - Six (6) percent women-owned businesses (WBE);
 - Five (5) percent veteran-owned businesses (VB).

Achievement of these goals is encouraged whether directly or through subcontractors. Bidder may contact the [Office of Minority and Women's Business Enterprises](#) for information on certified firms or to become certified.

- Veterans and U.S. active duty, reserve or National Guard service-members are eligible for the registry. The veteran or service-member must control and own at least fifty-one (51) percent of the business and the business must be legally operating in the State of Washington. Control means the authority or ability to direct, regulate or influence day-to-day operations.

6.3. POLYCHLORINATED BIPHENYLS (PCBS) NOTICE. Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, the State of Washington, through its procurements of goods, is trying to minimize the purchase of PCBs and to incentivize its contractual vendors to sell and package without PCBs. Bidders certifying all products and packaging contain no PCBs will not be evaluated but may receive additional consideration when doing business with the State of Washington. Other states having the same or similar requirement and will be further defined in Participating Addendum.

6.4. RESOURCES.

- Register for competitive solicitation notices at the Washington Electronic Business Solution (WEBS) [WEBS Registration](#). Note: There is no cost to register on WEBS.
- If you qualify as a Washington small business, identify yourself in WEBS. Call WEBS Customer Service at 360-902-7400.
- Contact the Washington State Office of Minority and Women's Business Enterprises about state and federal certification programs at Phone 866-208-1064 or [OMWBE](#).
- Contact the Washington State Department of Veterans' Affairs about veteran-owned businesses certification at (360) 725-2169 or [DVA](#).
- Contact Enterprise Services about small and diverse business inclusion.

EXHIBIT A-1 BIDDER CERTIFICATION

See attached Exhibit A-1 Bidder Certification.

Note: As set forth above, Bidder must complete, sign, and return the Exhibit A-1 Bidder Certification to Enterprise Services.

EXHIBIT A-2 BIDDER PROFILE

See attached Exhibit A-2 Bidder Profile.

Note: As set forth above, Bidder must complete and return the Exhibit B-2 Bidder Profile to Enterprise Services.

EXHIBIT B -1 MANDATORY TECHNICAL REQUIREMENTS

See attached Exhibit B-1 Mandatory Technical Requirements.

Note: As set forth above, Bidder must complete and return Exhibit B-1 Mandatory Technical Requirements to Enterprise Services.

EXHIBIT B-2 SYSTEM SOLUTION NARRATIVES

See attached Exhibit B-2 System Solution Narratives.

As set forth above, Bidder must complete, and return the Exhibit B-2 System Solution Narratives to Enterprise Services as instructed.

EXHIBIT B-3 EXPERIENCE, QUALIFICATIONS, CERTIFICATIONS AND SERVICES

See attached Exhibit B-3 Experience, Qualifications, Certifications and Services.

Note: As set forth above, Bidder must complete and return Exhibit B-3 Experience, Qualifications, Certifications and Services to Enterprise Services as instructed.

EXHIBIT B-4 REFERENCES

See attached Exhibit B-4 References.

Note: As set forth above, Bidder must complete and return Exhibit B-4 References to Enterprise Services as instructed.

EXHIBIT C – BID PRICE

See attached Exhibit C – Bid Price.

Note: As set forth above, Bidder must complete and return Exhibit C – Bid Price to Enterprise Services as instructed.

EXHIBIT D COOPERATIVE PURCHASING MASTER AGREEMENT

See attached Exhibit D – Cooperative Purchasing Master Agreement for Competitive Solicitation No. 00318 – Public Safety Communications Products, Services and Solutions.

EXHIBIT D-1 COOPERATIVE PURCHASING MASTER AGREEMENT ISSUES LIST

See attached Exhibit D-1 – Cooperative Purchasing Master Agreement Issues List.

Note: As set forth above, Bidder may complete and return Exhibit D-1 – Cooperative Purchasing Master Agreement Issues List to Enterprise Services.

EXHIBIT E – HISTORICAL SALES AND OTHER STATE INFORMATION

See attached Exhibit E Historical Sales.

Note: As a courtesy, Exhibit E – Historical Sales provides historical sales by state and vendor.

EXHIBIT E-1 PARTICIPATING ADDENDUM - STATE OF WASHINGTON

See attached Exhibit E-1 Participating Addendum - State of Washington.

Note: As a courtesy, Exhibit E-1 Participating Addendum - State of Washington provides a copy of the Participating Addendum awarded Contractors may be required to sign to do business in the State of Washington.

EXHIBIT E-2 PARTICIPATING ADDENDUM - STATE OF OREGON

See attached Exhibit E-2 Participating Addendum - State of Oregon.

Note: As a courtesy, Exhibit E-2 Participating Addendum - State of Oregon provides a copy of the Participating Addendum awarded Contractors may be required to sign to do business in the State of Oregon.

EXHIBIT E-3 TERMS AND CONDITIONS – STATE OF VERMONT

See attached Exhibit E-3 Terms and Conditions - State of Vermont

Note: As a courtesy, Exhibit E-3 Terms and Conditions - State of Vermont provides a copy of the terms and conditions awarded Contactors may be required to agree to do business in the State of Vermont.

EXHIBIT E-4 TERMS AND CONDITIONS – STATE OF NEW MEXICO

See attached Exhibit E-4 Terms and Conditions - State of New Mexico

Note: As a courtesy, Exhibit E-4 Terms and Conditions - State of New Mexico provides a copy of the terms and conditions awarded Contactors may be required to agree to do business in the State of New Mexico.

EXHIBIT E-5 TERMS AND CONDITIONS – STATE OF MONTANA

See attached Exhibit E-5 Terms and Conditions - State of Montana

Note: As a courtesy, Exhibit E-5 Terms and Conditions - State of Montana provides a copy of the terms and conditions awarded Contactors may be required to agree to do business in the State of Montana.

EXHIBIT E-6 TERMS AND CONDITIONS – STATE OF HAWAII

See attached Exhibit E-6 Terms and Conditions - State of Hawaii

Note: As a courtesy, Exhibit E-6 Terms and Conditions - State of Hawaii provides a copy of the terms and conditions awarded Contractors may be required to agree to do business in the State of Hawaii.

EXHIBIT E-7 TERMS AND CONDITIONS – STATE OF UTAH

See attached Exhibit E-7 Terms and Conditions - State of Utah

Note: As a courtesy, Exhibit E-7 Terms and Conditions - State of Utah provides a copy the terms and conditions awarded Contactors may be required to agree to do business in the State of Utah.

EXHIBIT E-8 TERMS AND CONDITIONS – STATE OF CALIFORNIA

See attached Exhibit E-8 Terms and Conditions - State of California

Note: As a courtesy, Exhibit E-8 Terms and Conditions - State of California provides a copy the terms and conditions awarded Contactors may be required to agree to do business in the State of California.

EXHIBIT E-9 TERMS AND CONDITIONS – STATE OF ILLINOIS

See attached Exhibit E-9 Terms and Conditions - State of Illinois

Note: As a courtesy, Exhibit E-9 Terms and Conditions - State of Illinois provides a copy of the terms and conditions awarded Contactors may be required to agree to do business in the State of Illinois.

EXHIBIT E-10 PARTICIPATING ADDENDUM – STATE OF WISCONSIN

See attached Exhibit E-1- Participating Addendum - State of Wisconsin.

Note: As a courtesy, Exhibit E-10 Participating Addendum - State of Wisconsin provides a copy of the Participating Addendum awarded Contractors may be required to sign to do business in the State of Wisconsin.

EXHIBIT E-11 TERMS AND CONDITIONS – STATE OF MARYLAND

See attached Exhibit E-11 Terms and Conditions – State of Maryland

Note: As a courtesy, Exhibit E-11 Terms and Conditions – State of Maryland provides a copy of the terms and conditions awarded Contactors may be required to agree to do business in the State of Maryland.

EXHIBIT E-12 TERMS AND CONDITIONS – STATE OF ALASKA

See attached Exhibit E-12 Terms and Conditions – State of Alaska

Note: As a courtesy, Exhibit E-12 Terms and Conditions – State of Alaska provides a copy of the terms and conditions awarded Contactors may be required to agree to do business in the State of Alaska.

EXHIBIT B

Original Government Contract



COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

For Use by Eligible Purchasing Entities

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

TAIT NORTH AMERICA, INC.

Dated January 1, 2022

COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

FOR

- 1.1 RADIO: SINGLE-BAND PORTABLE RADIO (P25)**
- 1.2 RADIO: SINGLE-BAND MOBILE RADIO (P25)**
- 1.7 RADIO: BASE STATION/REPEATER (P25)**
- 2.1 RADIO: CONVENTIONAL ANALOG PORTABLE (NON-P25)**
- 2.2 RADIO: CONVENTIONAL ANALOG MOBILE (NON-P25)**
- 2.4 RADIO: CONVENTIONAL ANALOG BASE STATION/REPEATER (NON-P25)**

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 Tait North America, Inc., a Texas corporation ("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 Cooperative Purchasing Master Agreements 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 Cooperative Purchasing Master Agreements 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(ies) 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(ies) as set forth herein.

A G R E E M E N T

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 January 1, 2022 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 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 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 set forth in *Exhibit A – Included Products/Services* for the prices set forth in *Exhibit B –Prices for Products/Services*. 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 set forth in *Exhibit A – Included Products/Services*.
- 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 Purchasing Entity or as agreed by Purchasing Entity 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 year. If a product fails because of a defect in workmanship or materials within one year from the date of acceptance by Purchasing Entity, manufacture shall repair or replace the product or part with a new product or part without charge to Purchasing Entity.
- 3.3 **ADDITIONAL WARRANTY OPTIONS** — See Tait North America Products/Services Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all warranty options.
- 3.4 **AVAILABLE SERVICES** — See Tait North America 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 30 days' 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. 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.

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 Purchasing Entity, during the term of this Cooperative Purchasing Master Agreement, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in Exhibit B – Prices for Goods/Services (subject to economic adjustment as set forth herein).
- 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 Purchasing Entity.
- 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

Purchasing Entity'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 Purchasing Entity) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchasing Entity'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 chapters 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 Purchasing Entity 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 Purchasing Entity's 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 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 Purchasing Entity and to ensure that those entities that utilize this Cooperative Purchasing Master Agreement are eligible Purchasing Entity. Contractor understands and acknowledges that neither Enterprise Services nor Purchasing Entity 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 Purchasing Entity, 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 Purchasing Entity 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 Purchasing Entity but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchasing Entity also shall use telephone orders, email orders, web-based orders, and

similar procurement methods (collectively "Purchasing Entity 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 Purchasing Entity, or as otherwise mutually agreed in writing between the Purchasing Entity 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 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 deliveries will be "Inside Deliveries," or as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a specific delivery location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- (d) 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.
- (e) 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.
- (f) 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 Purchasing Entity's reasonable inspection, testing, and approval at Purchasing Entity's destination. Purchasing Entity 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 Purchasing Entity's Purchase Order. Purchasing Entity 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, Purchasing Entity will notify Contractor within 5 business days. At Purchasing Entity's option, and without limiting any other rights, Purchasing Entity may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchasing Entity's option, Purchasing Entity 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 Purchasing Entity's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, safety, and other security requirements.
- 5.5 **INSTALLATION.** Installation shall be performed by Contractor in a professional manner in accordance with industry standard best practices. The premises shall be left in a neat, clean, and undamaged condition. Purchasing Entity reserves the right to require Contractor to repair any damage caused during installation or provide full compensation as determined by Purchasing Entity.
- 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 and/or Purchasing Entity shall remain with such Participating State and/or Purchasing Entity, as applicable. Any property of any Participating State and/or Purchasing Entity furnished to Contractor shall, unless otherwise provided herein or approved by such Participating State and/or Purchasing Entity, be used only for the performance of this Cooperative Purchasing Master Agreement. Contractor shall be responsible for direct damages as a result of any loss or damage to property of any Participating State and/or Purchasing Entity which results from the negligence of Contractor or which 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 and/or Purchasing Entity property is lost, destroyed, or damaged, Contractor immediately shall notify such Participating State

and/or Purchasing Entity and shall take all reasonable steps to protect the property from further damage. Contractor shall surrender to such Participating State and/or Purchasing Entity all property of such Participating State and/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 Purchasing Entity upon delivery of such property by Contractor and acceptance by the Purchasing Entity. 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 Purchasing Entity in whole or in part, whichever first occurs. 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, Purchasing Entity and Contractor mutually agree that Contractor's Software license shall apply to such transaction. 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, Purchasing Entity and Contractor will mutually agree to Contractor's Subscription Services Agreement which shall apply to such transaction. 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 Purchasing Entity'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 Purchasing Entity. Payment is due within thirty (30) days of invoice. If Purchasing Entity fails to make timely

payment(s), Contractor may invoice Purchasing Entity 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 Purchasing Entity 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 Purchasing Entity 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, Purchasing Entity 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, charges for shipping, handling, or payment processing.
- 6.6 **TAXES/FEES.** 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, Purchasing Entity 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 Purchasing Entity, 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

Tait North America, Inc.

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

Attn: Walter Bolil

15354 Park Row Drive

Houston, TX 77084

Tel: (281) 703-0480

Email: orders.us@tairadio.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 Purchasing Entity 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 courier or U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

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

Tait North America, Inc.

Attn: Legal Department
15354 Park Row Drive
Houston, TX 77084
Email: commercial.tam@tairadio.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 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 meetings 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 Purchasing Entity 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 Purchasing Entity 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 advance 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 Purchasing Entity and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchasing Entity, 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 Purchasing Entity 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 Purchasing Entity 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 Purchasing Entity, Contractor shall reimburse Purchasing Entity 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 chapter 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 a written cure plan within five (5) business days of Suspension notification. 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 (namely (i) has not provided a plan to cure to Enterprise Service's satisfaction; or (ii) has not complied with

the plan to cure for causes not attributable to Enterprise Services or constituting a Force Majeure event), then Enterprise Services may terminate Contractor's rights under this Cooperative Purchasing Master Agreement. All of Contractor's obligations to Enterprise Services and Purchasing Entity 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 Purchasing Entity 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. Contractor's total liability, whether for breach of contract, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the greater amount of \$2,000,000 per occurrence or two times the price of the equipment, software, or implementation and other services with respect to which losses or damages are claimed, *provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) Contractor's liability for all damages arising out of negligence; or

(b) damages subject to the Intellectual Property Indemnity section of this Cooperative Purchasing Master Agreement, (c) personal injury or death.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS COOPERATIVE PURCHASING MASTER AGREEMENT.

This limitation of liability provision survives the expiration or termination of the Cooperative Purchasing Master Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Cooperative Purchasing Master Agreement may be brought more than three (3) years after the accrual of the cause of action, except for money due upon an open account.

14.5 GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Cooperative Purchasing Master Agreement; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any 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.
- (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 Purchasing Entity'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 Purchasing Entity, 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, direct damages, penalties, fines, direct costs, liabilities or direct losses including, without limitation, sums paid in settlement of claims, reasonable attorneys' fees, consultant fees, and expert fees (collectively "claims") arising exclusively from any act or omission of Contractor or its successors, agents, and subcontractors under this Cooperative Purchasing Master Agreement, except to the extent such claims are caused by Enterprise Services, any Purchasing Entity, or NASPO's negligence. Contractor shall take all steps needed to keep Purchasing Entity'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. This section is subject to the Contractor's limitation of liability established in Section 14.4 of 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 provides written notice to Enterprise Services within thirty (30) days, 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 the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws 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 Purchasing Entity uses federal funds to purchase goods and/or services pursuant to this Cooperative Purchasing Master Agreement, such Purchasing Entity shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 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. **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	TAIT NORTH AMERICA, INC. A TEXAS CORPORATION
By: <u>Elena McGrew</u> Elena McGrew	By: <u></u> Kevin W. Sumrell
Its: Acting Statewide Enterprise Procurement Manager	Its: President, Tait Americas

Exhibit A**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 the 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 Purchasing Entity (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
Cooperative Purchasing Master Agreement No. 00318 – Public Safety Communications Products, Services and Solutions
 Attn: Team Cypress
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411

Email: DESContractsTeamCypress@des.wa.gov

Note: For Email notice, the Email Subject line must state:
Cooperative Purchasing Master Agreement Insurance Certificate – 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 Purchasing Entity. All insurance or self-insurance of the State of Washington and/or Purchasing Entity 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 Purchasing Entity 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-Tait-Final-Clean-20211013 (002) - (NASPO FINAL 10.21.2021) (1)_signed

Final Audit Report

2021-10-27

Created:	2021-10-22
By:	Neva Peckham (neva.peckham@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA-YcC2Cy14YKzZslu2451eglx0Ms_vJv

"00318 NVP-MA-Tait-Final-Clean-20211013 (002) - (NASPO FINAL 10.21.2021) (1)_signed" History



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

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

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

2021-10-27 - 4:14:21 AM GMT- IP address: 104.47.64.254



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

Signature Date: 2021-10-27 - 4:19:59 AM GMT - Time Source: server- IP address: 198.238.242.30



Agreement completed.

2021-10-27 - 4:19:59 AM GMT



Adobe Sign

EXHIBIT C

City's Insurance and Indemnity

Exhibit C

Insurance and Indemnity

INDEMNIFICATION

To the furthest extent allowed by law, VENDOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, VENDOR or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Contract. VENDOR'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If software is included in the purchase: VENDOR agrees to indemnify, defend, settle, or pay any third-party claim or action against any Client Party for infringement of any U.S. patent or copyright arising from CITY'S use in accordance with this Agreement of the System. If the System or any part of the System is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, VENDOR shall, at its own expense, either: (i) procure for City the right to continue to use the System; or (ii) modify the System to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the System; or (iii) replace the System with a functionally equivalent non-infringing program at no additional charge to City; or (iv) if none of the foregoing alternatives is reasonably available to VENDOR, terminate this Agreement and refund to City any prepaid but unearned fees paid to VENDOR.

If VENDOR should subcontract all or any portion of the work to be performed under this Contract, VENDOR shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This indemnification Section is subject to Contractor's (Tait's) and subcontractor's limitations of liability established in Section 14.4 of the Original Government Contract.

This section shall survive termination or expiration of this Contract.

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, VENDOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either

(i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, VENDOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to VENDOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve VENDOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by VENDOR shall not be deemed to release or diminish the liability of VENDOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by VENDOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of VENDOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. **If software is included in the purchase:** Cyber Liability (Privacy and Data breach) insurance appropriate to VENDOR'S profession. Coverage shall be sufficiently broad to respond to duties and obligations as is undertaken by VENDOR in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

MINIMUM LIMITS OF INSURANCE

VENDOR shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. **If software is included in the purchase:** CYBER LIABILITY insurance with limits of not less than:

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event VENDOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

VENDOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and VENDOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. VENDOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, VENDOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, VENDOR shall provide a new certificate, and applicable

endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

(ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured all ongoing and completed operations. Additional Insured endorsements under the General Liability policy must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

(iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that VENDOR'S insurance shall be primary to and require no contribution from the City. Primary and Non Contributory language under the General Liability policy must be as broad as that contained in ISO Form CG 20 01 04 13. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.

(v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

(vi) All insurance policies required herein shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

If software is included in the purchase: The Cyber Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required for claims involving any professional services for which VENDOR is engaged with the City for such length of time as necessary to cover any and all claims

If the Cyber Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by VENDOR.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by VENDOR, VENDOR must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

PROVIDING OF DOCUMENTS

VENDOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, VENDOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of VENDOR shall also be required to provide all documents noted herein.

SUBCONTRACTORS

If VENDOR subcontracts any or all of the services to be performed under this Agreement, VENDOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, VENDOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

EXHIBIT D

Summary Overview



Summary Overview

Radio System Upgrade

City of Fresno, CA

City of Fresno Police and Fire Radio System Analog Simulcast over IP (AS-IP) Network Upgrade

April 18, 2025

The City of Fresno, CA, in partnership with Tait Communications, is undertaking a comprehensive upgrade of its public safety communications infrastructure through the implementation of an Analog Simulcast over IP (AS-IP) Network. This project is designed to enhance the reliability, coverage, and performance of critical radio communications for the City's Fire and Police Departments.

This upgrade project will modernize the City of Fresno's emergency communication systems, significantly improving operational capability, coverage, and interoperability.

Summary Scope of Work

1. System Description

Tait is providing an Analog Simulcast over IP (AS-IP) radio network to upgrade the public safety communications systems for the City of Fresno, California. Tait AS-IP analog simulcast networks are Internet Protocol (IP) based digital systems specifically designed to provide conventional simulcast analog communications over wide geographic areas. The proposed radio system consists of a single simulcast cell with five (5) transmit and receive sites and six (6) additional receive-only sites, utilizing TB9400 base stations. This same configuration will be deployed for both the Fire Department in VHF, and Police Department in UHF. The Fire Department will utilize six (6) channels per site, while the Police Department will utilize ten (10) channels per site.

Each site includes a timing/frequency reference, antenna subsystem, and RF filtering subsystem. Included is Tait's EnableMonitor which allows technicians to efficiently monitor and maintain the radio system from anywhere on the network.

A Coverage Verification Test (CVT) will be performed using subjective delivered audio quality of 3.0, based upon the final coverage maps produced during detailed design in order to validate the 95% coverage guarantee provided by Tait, within the agreed upon boundaries of the City of Fresno.

Tait has taken care to utilize existing antenna systems to facilitate Fresno's desire to employ a phased approach to its upgrade. Frequency coordination costs have been included in this proposal to account for adjusting the existing frequency channels and providing the additional spectrum necessary to deploy a simulcast network.

2. Summary Scope of Services

2.1 System Design:

- Completion of site surveys and detailed design reviews including frequency coordination
- Approval of final system design by the City.

2.2 System Production and Staging:

- Ordering and manufacturing of required equipment.
- Equipment staging and testing at Cook's Communications in Fresno, CA.
- Participation in pre-deployment testing by City representatives.

2.3 Installation:

- Deployment of fixed and RF site equipment as per approved design.
- Installation of antennas, cabling, and base stations.
- Decommissioning and removal of legacy equipment.
- Documentation of all installations and configurations ("As-Built").

2.4 System Migration and Optimization:

- Site commissioning and final system checks.
- Migration of communication channels to the new system.
- System optimization for performance verification.

2.5 Coverage Verification and Burn-in:

- Execution of Coverage Verification Testing (CVT) with mapped drive tests and analysis.
- Initiation of a 30-day operational burn-in period.
- Resolution of any deficiencies and formal CVT approval.

2.6 Training:

- Delivery of technical and end-user training.
- Coordination with the City to ensure effective knowledge transfer.

2.7 Project Close-Out and Acceptance:

- Resolution of punch list items.
- Submission of final system dossier and as-built documentation.
- Formal sign-off and acceptance by the City.
- Handover for warranty and ongoing support services.

City of Fresno Upgrade Project Schedule		Duration	Start	Finish
1	City of Fresno Upgrade Schedule	385 days	Mon 6/2/25	Fri 11/20/26
2	Execution of the Contract	12 days	Mon 6/2/25	Tue 6/17/25
3	Design	116 days	Tue 6/17/25	Tue 11/25/25
4	Detailed System and RF Site Design Review	15 days	Wed 11/26/25	Tue 12/16/25
5	Equipment Procurement and Staging	97 days	Tue 12/23/25	Wed 5/6/26
6	Equipment Procurement and Delivery	77 days	Tue 12/23/25	Wed 4/8/26
7	Staging	20 days	Thu 4/9/26	Wed 5/6/26
8	RF Site Preparation and Installation	179 days	Tue 12/16/25	Fri 8/21/26
9	Technical and User Training	8 days	Thu 4/9/26	Mon 4/20/26
10	Field Acceptance Testing	90 days	Mon 6/15/26	Fri 10/16/26
11	Closure	20 days	Mon 10/26/26	Fri 11/20/26
12	Final System Acceptance	0 days	Fri 11/20/26	Fri 11/20/26

---end of document---

Tait North America Inc
1315 W Sam Houston Pkwy N, Suite 140
Houston
Texas 77043
United States of America

SUMMARY QUOTE

Quotation

tait

communications

For the attention of:
Client
Quote Number
Total Price
Currency
Date
Project Name
Project Description

City of Fresno, CA
111842_20250325
\$3,893,733.48
USD
Tuesday, 25 March 2025 9:17
Radio System Maintenance Support and Equipment Upgrade
This quote is to upgrade the City of Fresno's existing TB9100 Base Stations. The proposed system is 11 sites and consists of the following elements:
- Fresno Fire: 6-channel, 5-Site VHF conventional simulcast system with 6 receive only sites
- Fresno Police: 10-channel, 5-Site UHF conventional simulcast system with 6 receive only sites

Each site includes TB9400 base stations, timing/frequency reference, antenna subsystem, and RF filtering subsystem. EnableMonitor has been included per City of Fresno request.
Estimated services include: project management, system design & engineering, site commissioning, equipment installation, coverage verification testing (CVT), spectrum and noise monitoring, and frequency licensing and coordination services. Please reference the Analog Simulcast over IP (AS-IP) Network System Overview document for additional information about the proposed design.

Tait assumed the following for this quote:
- Re-use of City and County's existing racks
- No upgrades or modification to existing microwave network and or backhaul between sites. Tait Assumes that these links will meet our bandwidth and latency requirements.
- No upgrades or modifications to shelters. This includes no upgrades or modifications to power or backup power equipment. Tait Assumes that the sites will have adequate power and backup power.
- This proposal does not contain any provisions for decommissioning or disposal of any existing equipment.

Payment terms acceptable to Tait are shown below. Due to the design of the type of system, it is not feasible to break out payments by site. Pricing offered is based on NASPO contract pricing.
Payment Schedule Payment Terms
■ Contract Execution 20%
■ Equipment Shipment 25%
■ Installation and Commissioning 30%
■ Final System Acceptance 25%

Prepared by: Travis Whitlock

Incoterm: CIP TAM

Validity: 60 Calendar Days

From date of Quote

Section	Part Number	Sell Price	Section Total
200	Radio System Equipment	1	1,480,054
	Fresno Fire Base Stations	536,299	
	Fresno PD Base Stations	887,204	
	Spectracom Frequency References	56,552	
400	RF Antenna & Filtering Subsystems	1	425,244
	Fresno Fire RF Filtering	128,931	
	Fresno PD RF Filtering	145,829	
	Fresno Fire Antenna & Line	74,160	
	Fresno PD Antenna & Line	76,324	
800	Spare Equipment	1	78,032
	Fresno Fire - Spare Base Station	33,516	
	Fresno PD - Spare Base Station	33,516	
	Spare Spectracom	11,000	
900	Project Works & Services	1	1,685,075
	Tait Project Management, Engineering, Commissioning, and Training	551,187	
	Equipment Installation Services	718,089	
	Spectrum Noise Monitoring Services	169,400	
	VHF Frequency Licensing & Coordination	134,400	
	UHF Frequency Licensing & Coordination	112,000	
920	Training	1	17,078
	Services - Training	17,077.50	
940	System Support Plan	1	189,626
	Tait Advantage - Year #1	94,813	
	Tait Advantage - Year #2	94,813	
941	OPTIONAL: System Support and Extended Hardware Maintenance (Years 3-10)	0	
	Tait Advantage & EHM - Year #3	113,776	
	Tait Advantage & EHM - Year #4	113,776	
	Tait Advantage & EHM - Year #5	113,776	
	Tait Advantage & EHM - Year #6	125,153	
	Tait Advantage & EHM - Year #7	137,668	
	Tait Advantage & EHM - Year #8	151,435	
	Tait Advantage & EHM - Year #9	166,579	
	Tait Advantage & EHM - Year #10	183,237	
950	Network Monitoring Software (NMS)	1	18,624
	EnableMonitor	18,624	
Total System			3,893,733.48

Tait Standard Terms and Conditions of Sale apply. By accepting this offer you acknowledge and agree to those terms. Sales Quotation may not include Tax. If the Sales Quotation becomes a Sales Order the correct State Sales Tax will apply. All items are subject to prior sale. If pricing for equipment and/or services is quoted as part of an email correspondence, the price will expire 30 days after the date provided. Tait reserves the right to amend pricing in the event of typographical or mathematical error, or in case of new information, specifications or requirements. Unless otherwise agreed in writing by an authorized representative of Tait, pricing is subject to Tait's Standard Terms and Conditions of Sale current on the date provided, copies are available upon request.

EXHIBIT E

Insurance Waiver



PERSONNEL SERVICES DEPARTMENT

2600 Fresno Street
Fresno, CA 93721
(559) 621-6950

I, Kevin Sumrell (Authorized Signatory Name) of Tait North America, Inc., (Company) am requesting permission to waive the following insurance requirements of the City of Fresno, as provided in the NASPO VALUEPOINT Cooperative Purchase Agreement.

PLEASE CHECK ALL INSURANCE COVERAGE FOR WHICH YOU ARE REQUESTING A WAIVER:

- ☐ (1) Worker's Compensation, in state statutory amounts, with Employer's Liability Coverage with limits of not less than \$1,000,000 each accident. Company does not have employees as defined by the California Labor Code.
- ☒ (2) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 for bodily injury and property damage endorsed for Symbol 1- Any Auto. Company does not have any owned autos.

PLEASE NOTE: ANY FALSE REPRESENTATION, INCLUDING FAILURE TO IMMEDIATELY NOTIFY THE CITY OF FRESNO IN WRITING OF ANY CHANGE IN THE ABOVE LISTED INFORMATION IS CONSIDERED A BREACH OF CONTRACT.

Based on the above, the Risk Representative's signature below will indicate approval of a waiver of the insurance requirements specified.

COMPANY:

CITY OF FRESNO:


AUTHORIZED SIGNATURE

**AUTHORIZED SIGNATURE OF RISK
MANAGEMENT**

PRINT NAME: Kevin Sumrell

PRINT NAME: _____

DATE: 10 Apr 2025

DATE: _____