

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint**  
**Public Safety Communication Equipment 06913**  
**Lead by the State of Washington (hereinafter "Lead State")**

**MASTER AGREEMENT**

**NEC Corporation of America**  
(hereinafter "Contractor")

And

**State of South Dakota**  
(hereinafter "Participating State")  
**State Contract Number 16860**

1. Scope: This addendum covers the purchase of public safety communication equipment and is for use by state agencies and other entities located in the **Participating State of South Dakota** authorized by that state's statutes to utilize **State of South Dakota** contracts with the prior approval of the state's chief procurement official.

**Contractor has been awarded the following categories: Microwave Radios**

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **State of South Dakota** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

All state agency purchases from this agreement must be processed through the Bureau of Administration, Office of Procurement Management (OPM). Moratorium exemption approval from the Bureau of Information and Telecommunications (BIT) is required. A purchase order issued by OPM will authorize state agency purchases from this agreement.

Institutions under the control of the Board of Regents may make direct purchases from this agreement using their own procurement guidelines.

Political subdivisions of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the NASPO Valuepoint administrative fee.

3. Participating State Modifications or Additions to Master Agreement:

**No changes are required.**

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

<u>Contractor</u>	
Name	Wally Strader
Address	6535 N State Hwt 161 Irving, TX 75039
Telephone	(214) 262-3667
Fax	
E-mail	wally.strader@necam.com

<u>Participating Entity</u>	
Name	Lisa Hubbard
Address	State of South Dakota PMB 01231 Bureau of Administration Office of Procurement Management 523 E Capitol Ave Pierre, SD 57501-3128
Telephone	(605) 773-4580
Fax	(605) 773-4840
E-mail	Lisa.Hubbard@state.sd.us

5. Subcontractors:

All Contactor's dealers/resellers/distributers authorized in the State of South Dakota, as shown on the NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO Master Agreement. The Contractor's dealer's/resellers/distributers participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract # 06913 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized dealers/resellers/distributers so they can arrange for proper ordering and installation of your equipment. During Contract performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of Contract requirements. Information shall include their name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services).

7. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 16860 and the Lead State Master Agreement number: 06913.

8. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any

costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 06913 (administered by the State of Washington) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: <b>South Dakota</b>	Contractor: <b>NEC Corporation of America</b>
By: 	By: 
Name: <b>Steven L. Berg</b>	Name: Wallace Strader
Title: <b>Director of Procurement</b>	Title: VP - Service Provider Unit
Date: 12/18/2015	Date: 12/18/15

If you have questions about this Participating Addendum or the participation process, please contact:

**NASPO ValuePoint**

Name	Tim Hay, Cooperative Development Coordinator
Telephone	503-428-5705
E-mail	<a href="mailto:thay@naspovalupoint.org">thay@naspovalupoint.org</a>

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