# STATE OF ARKANSAS

## Term Contract

**Vendor No.** 100165696
**Contact** RENEE VERDUN
**Your reference** SP-16-0128

TAIT NORTH AMERICA
15340 PARK ROW
HOUSTON TX 77084

**Contract No.** 4600037452
**Date** 05/25/2016

**Contact** Stephanie Cellers
**Telephone** 501-371-6065
**Fax** 501-324-9311

**Our ref.** ST
**Incoterms** FOB
**DESTINATION**

**Send Invoice To:**
As stated in the Purchase Order

Ship To:

Valid from: 05/25/2016
Valid to: 06/30/2018

State Contract: SP-16-0128
AASIS Contract: 4600037452
NASPO Contract: 06913
Commodity: Public Safety Communication Equipment

This Addendum covers the NASPO Public Safety Communication Equipment Master Agreement lead by the State of Washington for use by State agencies and other entities located in Arkansas.

Type of Contract: Term
Contract Period: July 1, 2016 to June 30, 2018

Contact Information:
Stephanie Cellers, Office of State Procurement
(P) 501-371-6065 (F) 501-324-9311, Stephanie.Cellers@dfa.arkansas.gov

| Item | Material/Description | Target Qty | UM | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | 10024370<br>COMMUNICATION EQ SUP, MISC,LUMP SUM | 1,000,000.00 | Lump Sum | 1.00 | $ 1,000,000.00 |

Estimated Net Value **1,000,000.00**

Participating State Modifications or Additions to Master Agreement:
Orders and payment shall be submitted directly to Tait Communications, Inc. authorized resellers approved by Tait

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**
All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Edward R. Armstrong

**Purchasing Official/Fiscal Officer**

**05/26/2016**

# Term Contract

| | | | |
|---|---|---|---|
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Communications, Inc. and the State of Arkansas. This approval must be provided in writing by both parties prior to inclusion on the State's WSCA/NASPO web page.

Payments shall be tendered to the reseller within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of the invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after the date of invoice.

Products and Services sold through authorized resellers shall only be those on the Tait Communications, Inc. Product and Services Schedule that is approved by the lead state.

Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

Contractor must submit quarterly reports to the Arkansas Office of State Procurement via email to OSP.ITContracts@dfa.arkansas.gov. Reports shall be due on or before the last day of the month following the end of the quarter. The contractor shall provide an electronic usage report in Excel format which lists, but is not limited to, the following:

1) Vendor Contract Number
2) State
3) Customer Type (State, Education, Local Government)
4) Bill to Name
5) Customer PO Number
6) Customer Number
7) Order Date
8) Product/Service Description
9) Retail Price
10) Discount Applied
11) Discount Unit Price
12) Quantity
13) Total Price

The laws of the State of Arkansas shall govern this agreement. Nothing under this agreement or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity.

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, regulations, lack of funds appropriated for this purpose, or relocation of offices, the State may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

CONFIDENTIAL INFORMATION shall only be considered confidential by Arkansas State law (Reference the Arkansas Freedom of Information Act. Ark Code Ann.§ 25-19-105).

The following indemnification clause replaces in its entirety the Indemnification clause specified in the Master

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Agreement 06913 (pg. 37, item 14). The contractor shall defend indemnify and hold harmless the other party along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against employees as well as any person or entity for which they may be liable from and against third-party claims, damages or causes of action including reasonable attorney's fees and related costs for any death, injury, or damage to tangible property arising from gross negligence or willful misconduct of the indemnifying party, its employees, subcontractors, or volunteers, at any tier, relating to the performance of its obligations under the Master Agreement. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement.

Lease Agreements: Leasing shall not be permissible under this contract.

Subcontractors: The following contractor dealers and resellers are authorized by the State of Arkansas, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO- ValuePoint (formerly WSCA-NASPO) Master Price Agreement. The Contractor dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Subject to the minimum discounts set forth in the Master Agreement, Participating Entity acknowledges that Contractor cannot dictate or control a reseller's pricing to Participating Entity, and that such pricing shall be separately negotiated and agreed between Participating Entity and the applicable authorized resellers:

A. Bolin Communications, Inc. dba: Procomm Systems
1703 E. 50th St., Texarkana, AR 71854
Contact: Chris Moore
870-772-8485
csmoore@procomtxk.com

B. MJ Communications, Inc.
230 Newman Drive, North Little Rock, AR 72117
Contact: Karl Goshen
501-945-9307
karlgoshen@aol.com

C. Bates Sales & Service dba Bates Communications
430 Hwy 270 East, Mt. Ida, AR 71957
Contact: Lisa Wilson
870-867-2811
batescom@cebridge.net

D. Radio Communications Center
3508 E. Highland Drive, Jonesboro, AR 72401
Contact: Terrel Brown
870-972-2000
terell@rccwireless.net

Purchase Orders: All purchase orders issued by Purchasing Entities within the jurisdiction of this participating addendum shall include the following:
A. NASPO ValuePoint Contract number 06913

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**
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B. State contract number SP-16-0128
C. Agency Name, Address, Contact, and Phone-Number
D. IT procurement and/or other applicable approvals
E. Orders shall be made out to the Reseller

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