

**Amendment to Contract for
Annual Supply of Public Safety Communications Equipment
State of Nebraska Contract 13382 OC
for Lancaster County, Nebraska**

This Amendment is hereby entered into by and between Kenwood USA Corporation, Communication Division, 2201 E. Dominguez Street, Long Beach, CA 90810-1009 (hereinafter "Contractor") and Lancaster County, Nebraska (hereinafter "County"), for the purpose of amending a Contract dated July 15, 2014, County Contract No. C-14-0360, (the "Contract"), for Annual Supply of Public Safety Communications Equipment, State of Nebraska Contract 13382 OC, a copy of which is attached hereto and made a part hereof by this reference.

WHEREAS, the original term of the Contract is July 15, 2014 through October 29, 2014, with the option to extend the period of the contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

WHEREAS, the parties wish to extend the Contract for an additional six (6) month term beginning October 30, 2014 through March 31, 2015; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this extension shall not exceed \$3,500.00 without prior approval of the Lancaster County Board of Commissioners.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract No. C-14-0360, and stated herein the parties agree as follows:

- 1) The Contract shall be extended for an additional six (6) month term beginning October 30, 2014 through March 31, 2015.
- 2) The estimated expenditures for Lancaster County Departments for the term of this extension shall not exceed \$3,500.00 without prior approval of the Lancaster County Board of Commissioners.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 6th day of January, 2015

Approved as to form
this 6 day of January, 2015

Richard Galow
Lancaster County Attorney

[Signature]
[Signature]
[Signature]
[Signature]

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated

Company Name: (PLEASE PRINT)	Kenwood USA Corporation
By: (PLEASE PRINT)	Barry Morris
By: (PLEASE SIGN)	<i>Barry Morris</i>
Title:	Public Safety Sales Manager
Company Address:	2201 E. Dominguez Street Long Beach, CA 90801
Company Phone & Fax:	(310) 639-4200 (PH) (310) 761-8246 (FX)
E-Mail Address:	bmorris@us.jvckenwood.com
Contact Person for Orders or Service	Authorized Dealer In Nebraska/Barry Morris
Phone Number	(310) 639-4200

PARTICIPATING ADDENDUM

Amendment 3

(Hereinafter "Addendum")

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
Public Safety Communications Equipment
Administered by the State of Washington (hereinafter "Lead State")**

**MASTER AGREEMENT
Kenwood USA Corporation
Master Agreement No: 02702
(Hereinafter "Contractor")**

And

**[State of Nebraska]
(Hereinafter "Participating State/Entity")**

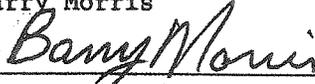
Page 2 of 2

June 30 July 31
September 30 October 31

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

Participating State: Nebraska	Contractor: Kenwood USA Corporation
By: 	By: Barry Morris 
Name: Bo Botelho	Name: Barry Morris
Title: DAS Materiel Administrator	Title: Public Safety Sales Manager
Date: 11-25-19	Date: 10/17/14

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
13382 OC

PAGE 1 of 2	ORDER DATE 11/21/14
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 838720	
VENDOR ADDRESS: KENWOOD USA CORPORATION COMMUNICATION DIVISION 2201 E DOMINGUEZ STREET LONG BEACH CALIFORNIA 90810-1009	

THE CONTRACT PERIOD IS:

OCTOBER 30, 2014 THROUGH MARCH 31, 2015

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHERS SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Originally awarded from WSCA Contract 02702

Contract to supply and deliver Public Safety Communications Equipment, through a prime vendor program to State of Nebraska agencies for the period October 30, 2014 through March 31, 2015.

Payment: 45 days

Purchase Orders for State Agencies, Boards and Commissions for Public Safety Communications Equipment must be processed by the Office of the CIO. Political Subdivisions are responsible for processing Purchase Order directly with the contracted vendor.

(For the File - This RFP and Contract are bid and awarded by the State of Washington. All backup bids, etc. are retained by the Washington Department of Administration, State Procurement Office)

(For the File: The WSCA/Kenwood USA Corporation Master Price Agreement contract period was effective October 30, 2009. The WSCA/Kenwood USA Corporation Participating Addendum for Nebraska became effective on October 30, 2011).

Vendor Contact: Barry Morris
Phone: 800-752-0986 ext. 8280
Fax: 310-761-8246
E-Mail: bmorris@kenwoodusa.com

Participating Addendum Amendment one (1) as attached. (bl 1/10/14)

Participating Addendum Amendment two (2) as attached. (bl 11/05/14)

Participating Addendum Amendment three (3) as attached. (bl 11/21/14)

Dianna Gilliland 11/21/14 KSU/24/14
BUYER
11-25-14
MATERIEL ADMINISTRATOR

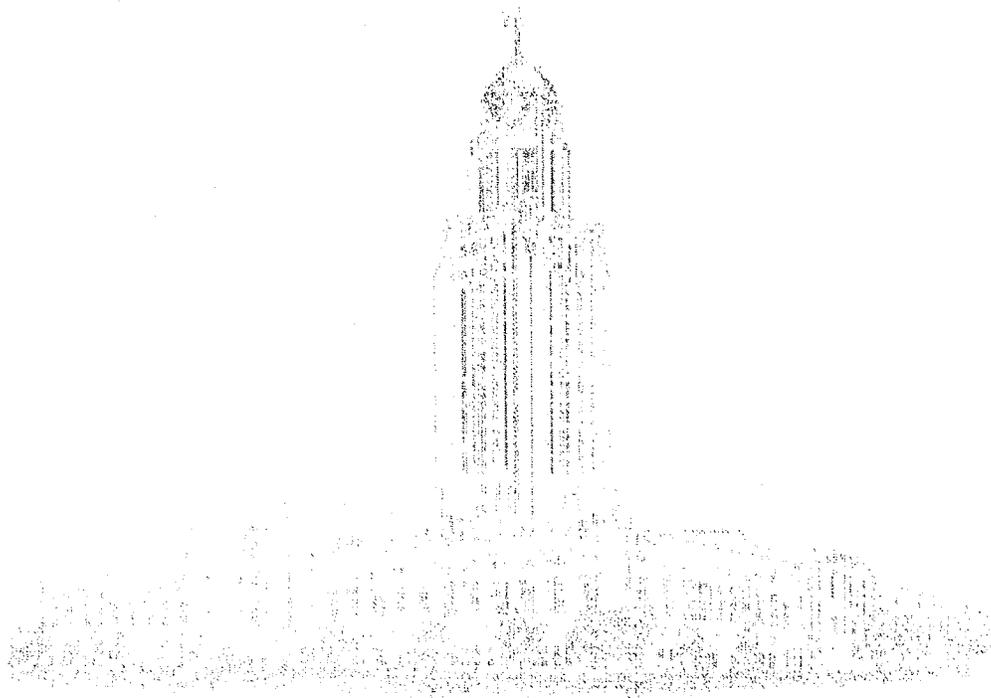
STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-6500
 Fax: (402) 471-2089

PAGE 2 of 2		ORDER DATE 11/21/14	
BUSINESS UNIT 9000		BUYER DIANNA GILLILAND (AS)	
VENDOR NUMBER: 838720			

CONTRACT NUMBER
13382 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	PUBLIC SAFETY COMMUNICATIONS EQUIPMENT	200,000.0000	\$	1.0000



AGW
 BUYER INITIALS

PARTICIPATING ADDENDUM

Amendment 3

(Hereinafter "Addendum")

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
Public Safety Communications Equipment
Administered by the State of Washington (hereinafter "Lead State")**

**MASTER AGREEMENT
Kenwood USA Corporation
Master Agreement No: 02702
(Hereinafter "Contractor")**

And

**[State of Nebraska]
(Hereinafter "Participating State/Entity")**

Page 1 of 2

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Kenwood USA Corporation (Contractor).

WHEREAS, the Lead State (Washington) has a Contract with the Contractor identified as No. 02702 to provide public safety communication equipment and support services for currently installed systems. The State has entered into a Participating Addendum with the Contractor identified as 13382 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective October 30, 2014:

1. CHANGES: The purpose of this Amendment 2 is as follows:

a. Contract term is extended from October 30, 2014 through March 31, 2015.

b. Section ss. Of the PA will be deleted and replaced by the following:

a. **ADMINISTRATIVE FEE /REBATE**

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to .74 percent (.74%) of the net sales (net of any returns, credits, or adjustments under this Addendum for the period. The Contractor's WSCA-NASPO pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with following schedule:

Period End	Fee Due
December 31	January 31
March 31	April 30

C - 14 - 0360

RECEIVED

JUL 10 2014

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

LANCASTER COUNTY

**Annual Supply
of
Public Safety Communications Equipment
State Of Nebraska
Contract No. 13382 OC**

**Contractor:
Kenwood USA Corporation
Communication Division
2201 E. Dominguez Street
Long Beach, CA 90810-1009
(310)761-8246**

**LANCASTER COUNTY, NEBRASKA,
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Kenwood USA Corporation, Communication Division, 2201 E. Dominguez Street, Long Beach, CA 90810-1009** hereinafter called Contractor, and the County of Lancaster, Nebraska, a political subdivision, hereinafter called the Owner.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, the Owner through local inter-governmental cooperative purchasing have chosen to participate in the contract between the State of Nebraska and Kenwood USA Corporation, Contract No. 13382 OC, dated November 7, 2012, which was prepared in accordance with the State of Nebraska's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver Public Safety Communications Equipment for the Owner's various agencies and divisions as the Owners may determine in compliance with the prices as established via the State of Nebraska and Kenwood USA Corporation, Contract No. 13382 OC, dated November 7, 2012; and

WHEREAS, the Contractor, in response to the Owner's request to participate in said agreement, has submitted to the Owner, an offer approving Owners participation under the same pricing structure, terms and conditions as the State of Nebraska and Kenwood USA Corporation Contract No. 13382 OC, dated November 7, 2012 for Public Safety Communication Equipment, with only those exceptions stated herein; and

WHEREAS, the State of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the State of Nebraska and Kenwood USA Corporation Contract No. 13382 OC, dated November 7, 2012, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owner hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Public Safety Communications Equipment for the Owner's various agencies and divisions as the Owners may determine.
2. Term of the Contract. The term of this contract is for a period beginning upon execution of this contract through October 29, 2014
 - 2.1 The State of Nebraska reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.
 - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing of items will be pursuant to the State of Nebraska and Kenwood USA Corporation Contract No. 13382 OC, dated November 7, 2012.

The County will pay for products/service, according to the pricing as listed in State of Nebraska and Kenwood USA Corporation Contract No. 13382 OC, dated November 7, 2012 a copy thereof being attached to and made a part of this Contract for a total of \$3,500.00.

- 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owner's Specifications and approval. Each location will have a separate account number and billing address. The Owner may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the and City and County of Denver shall be made available to the Owner.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owner (Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the County") it shall mean the "Owner" encompassing the County of Lancaster, Nebraska.
8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
- 8.2 Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:

- 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver Public Safety Communications Equipment.
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the State of Nebraska and Kenwood USA Corporation Contract No. 13382 OC, dated November 7, 2012.
10. The Contract Documents comprise the Contract, and consist of the following:
- 1. Contract Agreement
 - 2. State of Nebraska and Kenwood USA Corporation Contract No. 13382 OC, dated November 7, 2012.
 - 3. Form 13 -Nebraska Resale or Exempt Sale Certificate

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owner hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owner do hereby execute this contract.

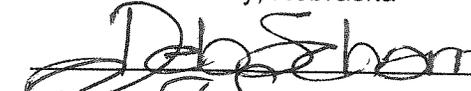
EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:



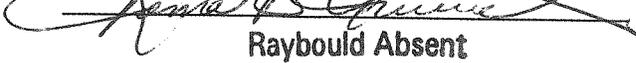
 Deputy County Attorney
 For Joe Kelly
 Lancaster County Attorney

The Board of County Commissioners of
 Lancaster County, Nebraska









 Raybould Absent

Dated: 7/15/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

Kenwood USA Corporation
Name of Corporation
2201 E. Dominguez St. Long Beach, CA 90801
(Address)

By: Barry Morris Barry Morris
Duly Authorized Official

Public Safety Sales Manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

N/A
Name of Organization

Type of Organization

(Address)
By: _____
Member

By: _____
Member

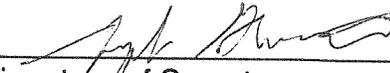
KENWOOD U.S.A. CORPORATION
CORPORATE SECRETARY'S CERTIFICATION
REGARDING MR. BARRY MORRIS' AUTHORITY TO SIGN & SUBMIT SALES BIDS

I certify that I, Joseph Glassett, am the Corporate Secretary of Kenwood U.S.A. Corporation;

I further certify that, on November 1, 2002, a Board of Directors resolution authorizing Mr. Barry Morris to sign and submit sales bid documents on behalf of the Corporation was passed by a unanimous vote of the Board of Directors of this Corporation.

The resolution is now in full force and has not been revoked or changed in any way.

Dated: 10/1/06



Signature of Secretary
Joseph Glassett

KENWOOD U.S.A. CORPORATION
CORPORATE SECRETARY'S CERTIFICATION
REGARDING MR. BARRY MORRIS' AUTHORITY TO SIGN & SUBMIT SALES BIDS

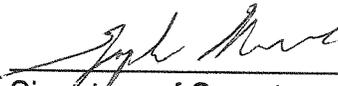
I certify that I, Joseph Glassett, am the Corporate Secretary of Kenwood U.S.A. Corporation;

I further certify that, on November 1, 2002, a Board of Directors resolution authorizing Mr. Barry Morris to sign and submit sales bid documents on behalf of the Corporation was passed by a unanimous vote of the Board of Directors of this Corporation.

The resolution is now in full force and has not been revoked or changed in any way.

Dated: _____

10/1/06



Signature of Secretary
Joseph Glassett

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-6500
 Fax: (402) 471-2089

PAGE 1 of 1	ORDER DATE 01/10/14
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 838720	
VENDOR ADDRESS: KENWOOD USA CORPORATION COMMUNICATION DIVISION 2201 E DOMINGUEZ STREET LONG BEACH CALIFORNIA 90810-1009	

CONTRACT NUMBER
13382 OC

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

NOVEMBER 07, 2013 THROUGH OCTOBER 29, 2014

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Originally awarded from WSCA Contract 02702

Contract to supply and deliver Public Safety Communications Equipment, through a prime vendor program to State of Nebraska agencies for the period November 7, 2013 through October 29, 2014.

Payment: 45 days

Purchase Orders for State Agencies, Boards and Commissions for Public Safety Communications Equipment must be processed by the Office of the CIO. Political Subdivisions are responsible for processing Purchase Order directly with the contracted vendor.

(For the File - This RFP and Contract are bid and awarded by the State of Washington. All backup bids, etc. are retained by the Washington Department of Administration, State Procurement Office).

(For the File: The WSCA/Kenwood USA Corporation Master Price Agreement contract period was effective October 30, 2009. The WSCA/Kenwood USA Corporation Participating Addendum for Nebraska became effective on October 30, 2011).

Vendor Contact: Barry Morris
 Phone: 800-752-0986
 Fax: 310-761-8246
 E-Mail: bmorris@kenwoodusa.com

Participating Addendum Amendment one (1) as attached. (bl 1/10/14)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	PUBLIC SAFETY COMMUNICATIONS EQUIPMENT	200,000.0000	\$	1.0000

Dianna Gilliland 1-17-14
 BUYER
 MATERIEL ADMINISTRATOR
 KS-1-2-11
 1/23/14

PARTICIPATING ADDENDUM

Amendment 1

(Hereinafter "Addendum")

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
Public Safety Communications Equipment - Radios
Administered by the State of Washington (hereinafter "Lead State")**

**MASTER AGREEMENT
Kenwood USA Corporation
Master Agreement No: 02702
(Hereinafter "Contractor")**

And

**[State of Nebraska]
(Hereinafter "Participating State/Entity")**

State Contract Number 13382 OC

Page 1 of 3

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Kenwood USA Corporation ("Contractor").

WHEREAS, the Lead State (Washington) has a Contract with the Contractor identified as No. 02702 to provide public safety communication equipment and support services for currently installed systems. Said Contract has been extended from October 30, 2013 through October 29, 2014, by Lead State to allow for rebidding.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract during the rebid process.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

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

Contractor	
Name	Barry Morris
Address	P.O. Box 22745, Long Beach, CA 90801-5745
Telephone	800-752-0986 ext. 8280
Fax	310-761-8246
E-mail	bmorris@kenwoodusa.com

PARTICIPATING ADDENDUM

Amendment 1

(Hereinafter "Addendum")

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
Public Safety Communications Equipment - Radios
Administered by the State of Washington (hereinafter "Lead State")**

**MASTER AGREEMENT
Kenwood USA Corporation
Master Agreement No: 02702
(Hereinafter "Contractor")**

And

**[State of Nebraska]
(Hereinafter "Participating State/Entity")**

State Contract Number 13382 OC

Page 2 of 3

Participating Entity

Name	Dianna Gilliland
Address	301 Centennial Mall South, Lincoln, NE 68508
Telephone	402-471-4193
Fax	402-471-2089
E-mail	Dianna.gilliland@nebraska.gov

2. CHANGES: The purpose of this Amendment is as follows:

- a. Contract term is extended from October 30, 2013 through October 29, 2014.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

PARTICIPATING ADDENDUM

Amendment 1

(Hereinafter "Addendum")

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
Public Safety Communications Equipment - Radios
Administered by the State of Washington (hereinafter "Lead State")**

**MASTER AGREEMENT
Kenwood USA Corporation
Master Agreement No: 02702
(Hereinafter "Contractor")**

And

**[State of Nebraska]
(Hereinafter "Participating State/Entity")**

State Contract Number 13382 OC

Page 3 of 3

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

Participating State: State of Nebraska	Contractor: Kenwood USA Corporation
By: 	By: Barry Morris 
Name: Bo Botelho	Name: Barry Morris
Title: DAS Division Administrator	Title: Public Safety Sales Manager
Date: 1/17/14	Date: 12/30/13

[Additional signatures as required by Participating State]

[Please email fully executed PDF copy of this document to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
Contract 02702: Public Safety Communication Equipment**

**Kenwood USA Corporation
(hereinafter "Contractor")**

And

**State of Nebraska
(hereinafter "Participating State")**

1. Scope

1. Scope: This addendum covers the WSCA/NASPO Public Safety Communication Equipment, contract lead by the State of Washington for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts.

2. Participation: Use of specific WSCA/NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the 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.

Contractor may extend the Contract to political subdivisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political subdivisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

3. Changes

TAXES of the Standard Terms and Conditions shall read as follows:

The State of Nebraska is exempt from the obligation to pay federal excise taxes; it is further exempt by state law, Neb. Rev. Stat. § 2704.15, from the obligation to pay sales and use taxes. Taxes must not be included in the bid prices. Exemption by statute precludes the obligation to furnish a State of Nebraska exemption certificate. Copies of exemption certificates may be attached hereto as a courtesy.

DEFAULT AND REMEDIES of the Standard Terms and Conditions shall be amended as follows:

To the extent permitted by law, any of the following events shall constitute cause for Nebraska to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract Nebraska shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. If the default remains, after Contractor has been provided the opportunity to cure, Nebraska may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Suspend contractor from receiving future proposal solicitations.

REPORTS of the Standard Terms and Conditions shall contain additional language as follows:

The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing at a minimum the following information pertaining to State of Nebraska utilization: (a) purchase order number; (b) description; (c) quantity; and (d) price. These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

<u>Period End</u>	<u>Report Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

DELIVERY OF GOODS shall be added as follows:

No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor of non-acceptance within fifteen (15) days of delivery of a Product or Service; failing which the Product or Service shall be deemed accepted by the Purchasing Entity.

WARRANTY of the Standard Terms and Conditions shall contain additional language as follows:

- b) . . . and dealer warranty.
- e) The Contractor will provide a copy of the manufacturer's warranty to the State of Nebraska upon signature of the participating addendum.

PROMPT PAYMENT of the Standard Terms and Conditions shall read as follows:

The State of Nebraska will make payments in strict accordance with the Nebraska Prompt Payment Act, Neb. Rev. Stat. § 81-2401 et seq., as described in Neb. Rev. Stat. § 81-2403 of the Act. Interest charges may be assessed for late payments in accordance with § 81-2404 of the Act. Payments are due upon receipt of an undisputed invoice, merchandise or service, whichever is later, and payable in accordance with the Act unless otherwise specified in a Transaction Document.

The State of Nebraska may terminate this Contract or any purchase order, in whole or in part, in the event funding is no longer available. Its obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for this contract. Should said funds not be appropriated, the State of Nebraska may terminate this Contract or any purchase order with respect to those payments for the fiscal years for which such funds are not appropriated. The State of Nebraska will give the Contractor written notice of thirty (30) days prior to the effective date of any termination under this section. All obligations of the State of Nebraska to make payments after the termination date will cease and all interest of the State of Nebraska in any related equipment will terminate. The Contractor shall be entitled to receive just and fair compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

RECORDS ADMINISTRATION AND AUDIT OF RECORDS of the Standard Terms and Conditions shall be amended to read as follows:

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

INDEMNIFICATION/HOLD HARMLESS of the Standard Terms and Conditions shall be amended to read as follows:

A. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

B. INTELLECTUAL PROPERTY

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

C. PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

LIABILITY INSURANCE of the Standard Terms and Conditions shall be amended to read as follows:

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

A. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

B. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

C. INSURANCE COVERAGE AMOUNTS REQUIRED

1. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

2. **COMMERCIAL GENERAL LIABILITY**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

3. **COMMERCIAL AUTOMOBILE LIABILITY**

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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4. **UMBRELLA/EXCESS LIABILITY**

Over Primary Insurance	\$1,000,000 per occurrence
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D. EVIDENCE OF COVERAGE

The contractor should furnish the State a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2800). These certificates or the cover sheet shall reference the contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services Risk Management when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

DRUG POLICY shall be added as follows:

Drug Policy: Contractor certifies, by signing this agreement that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State of Nebraska.

NEW EMPLOYEE WORK ELIGIBILITY STATUS shall be added as follows:

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- A. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- B. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- C. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

CONTRACT MONITORING shall be added as follows:

The contractor is obligated to furnish information as requested to determine whether the objectives of the contract have been met. The contractor will be required to furnish quarterly reports to the State of Nebraska primary contact upon request.

LIMITATION OF LIABILITY shall be added as follows:

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS:

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

ADMINISTRATIVE FEE:

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to (1%) of the net sales (net of any returns, credits or adjustments) under this contract, for the contract period. The Contractor's pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Payment Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be provided in secure electronic format and/or submitted electronically to the State contact listed on the contract.

4. [Purposely left blank.]

5. Primary Contacts:

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

Lead State

Name	Robert Paulson
Address	Washington State Department of Enterprise Services, 1500 Jefferson St. SE, Olympia WA 98501
Telephone	360-407-9430
Fax	
E-mail	robert.paulson@des.wa.gov

Contractor

Name	Barry Morris
Address	2201 E. Dominguez Street, Long Beach CA 90810-1009
Telephone	800-752-0986
Fax	310-761-8246
E-mail	bmorris@kenwoodusa.com

Participating Entity

Name	Mary Lanning
Address	301 Centennial Mall South, Lincoln NE 68508
Telephone	402-471-0973
Fax	402-471-2089
E-mail	Mary.lanning@nebraska.gov

4. Primary Contact

The primary government contact individual for this Participating Addendum is as follows:

Name: Mary Lanning
Title: Buyer
Government Entity: Nebraska State Purchasing Bureau
Address: 301 Centennial Mall South
Phone: 402-471-0973
Fax: 402-471-2089
Email: Mary.lanning@nebraska.gov

5. Subcontractors

The following subcontractor(s) are authorized to provide goods and/or perform services.

Authorized Kenwood P25 Product Resellers (all Kenwood products)

- **Shaffer Communications** 2333 N 33rd ST Lincoln, NE 68504 Paul Babl 402.466.1515
pbabl@juno.co
- **Tri-State Communications** 1030 5th Ave S. Sioux City, NE 68776 Bob Cain 402.494.5477
bobcain@tri-statecomm.com
- **First Wireless** 3300 "O" St Lincoln, NE 68510 Doug Ostergard 402.475.2266
dougo@firstwirelessinc.com
- **First Wireless** 13444 "L" St. Omaha, NE 68137 Mark Neill 402.895.6100 MarkN@firstwirelessinc.com
- **RACOM** 5350 "F" St. Omaha, NE 68117 Cindy Sorum 402.489-9911 cindy.sorum@racom.net
- **Midland Telecom** 3239 W 2nd Grand Island, NE 68803 Randy Faaborg 308.381.8434
rfaaborg@telsysne.net
- **Haug Communications** 622 Neptune Drive Seneca, KS 66538 Al Haug 785.336.3579 al@hciws.com
- **Engelhardt Communications** 226 S. Main West Point, NE 68788 Ron Engelhardt 402-372-3952
mwordekemper@cableone.net
- **Pierce Electronics** 1970 V Road suite #1 Mankato, KS 66956 Kim Pierce 785.378.3158
Kfpierce60@gmail.com

Authorized Kenwood Non-P25 Product Resellers (excluding Kenwood P25 products)

- **Seward Electronics** 938 Seward St Seward, NE 68434 Joe Ruzicka 402.643.6262
jjruzicka@windstream.net
- **ERC** 313 N. "C" St. Edgar, NE 68935 Dennis Shuck 402.224.8125 dennis@erccom.com
- **Action Communications** 315 W. 27th St. Scottsbluff, NE 69361 Rick Derr 308.632.7836
rlickd@actcom.net
- **Harris Electronics** 105 14th St. Fairbury, NE 68352 Bill Harris 402.729.5029
harriselectronics@starband.net
- **Walton's Electronics** 54280 Hwy 13 Foster, NE 68765 Dory and Rick Walton 402.329.4247
walton@ptcnet.net
- **Ron's Radio** 512 E. 7th St. Wayne, NE 68787 Ron Wreidt 402.375.4697 ronsradio@huntel.net

6. Price Agreement Number

All purchase orders issued by purchasing entities within the jurisdiction of this Participating Addendum shall include Price Agreement number *Number to be assigned upon receipt of signed agreement from Contractor*

This Addendum and the Price Agreement 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 Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Government Entity: State of Nebraska
Name: Steve Salek
Signature: [Signature]
Title: AS Materiel Administrator
Date: 12/3/12

Contractor: Kenwood USA Corporation
Name: Barry Morris
Signature: [Signature]
Title: Public Safety Sales Manager
Date: 11-9-12

CONTRACTOR INFORMATION

Contractor: Kenwood USA Corporation
(Received award for Phase I and Phase II)
P.O. Box 22745
Long Beach, CA 90801-5745

Page number

Contact: Barry Morris
Phone: 800-752-0986 x8280
Fax: 310-761-8246
Email: bmorris@kenwoodusa.com

Alternate Contact:

Cheryl Daly
800-752-0986 x4469
360-761-8246
cdaly@kenwoodusa.com

Internet address: <http://www.kenwood.net>

Web catalog address:

Federal ID No.: 95-2948901

Supplier No.: W6384

Total Contract worth: \$500,000,000.00

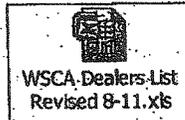
Payment address: See Listed Dealer
Locations by State

**Order placement
address:**

See Listed Dealer
Locations by State

Customer Service: Donetha Willis
Telephone: 800-752-0986 x8343
Fax: 310-761-8246

For a quotation or suggested retail pricing, contact one of the listed dealers below.



Ordering procedures:

Credit card acceptance: Visa

Minimum orders:

Delivery time: days After Receipt of Order (ARO)

Payment terms: 2% 30 days

Shipping destination: Freight on Board (FOB) destination

Freight: Prepaid and included

Warranty: 3years for equipment manufactured after 3/09

Category: Category 1, Analog & Digital Portables, Digital Trunked Mobiles.

Phase One Product Line:



Link to bid Specifications:

Currently Installed 30% off Manufacturer List Price

**Systems, upgrade
equipment, radio**

equipment and accessories:

Support Services: \$65.00 per hour

0314-045100	CABLE, CAT 5 (RJ-45 M/M), 100FT	\$34.63
0313-070000	CABLE, CAT 5 (RJ-45 M/M), 6 FT	\$2.59
5990-002003	*COMPUTER MONITOR, TOUCH SCREEN, 17 IN	\$865.87
5990-001002	*COMPUTER, DESKTOP W/O MONITOR	\$965.72
0313-070100	ETHERNET SWITCH, 8 PORT, 120 VAC	\$53.87
0153-050001	SPEAKER, UNSELECT W/AMPLIFIER, 115VAC	\$35.91
1625-141500	AC PWR STRIP, RACK MT, 14 OUTLET, 1U, 115VAC	\$67.97
8070-801908	CABINET	\$2,116.13
0314-045100	CABLE, CAT 5 (RJ-45 M/M), 100FT	\$34.63
0313-070000	CABLE, CAT 5 (RJ-45 M/M), 6 FT	\$2.59
5970-806001	POWER SUPPLY, RACK MOUNT, 2U, 12VDC, 50A	\$513.00
0313-070216	ROUTER, VPN/NAT, 16 PORT, RK MT, 1U, 115/230VAC	\$568.15
5961-291293	RADIO INTERFACE CABLE FOR TK-7180/8180	\$217.55
5961-291262	RADIO INTERFACE CABLE FOR XTL-2500/5000	\$217.55
9999-200000	MANUFACTURING LABOR HOURLY RATE	\$80.75
9999-400000	ENGINEERING LABOR HOURLY RATE	\$1,216.00
0000-000001	**TRAINING, ACU	\$6,982.50
0000-000002	**TRAINING, SNV-12	\$5,690.50

***COMPUTERS WITH INSTALLED SOFTWARE**

The computers function as a command and control station(s) to operate the ACU Controller Software and the PCNXU software that will be downloaded and configured by our engineers. This solution provides a fixed site installation along with the ability to remotely access the interoperability equipment (ACU) through a network connection. The ACU Controller Software provides the capability to operate, configure and monitor the ACU's operation. The PCNXU software provides the customer with the ability to remotely establish a VoIP /RoIP audio connection between the computer and ACU switches elsewhere on the network, regardless if the network is fixed, mobile or tactical.

TRAINING

**ACU training will consist of 16 hours of on-site training, at the customer's facilities, for up to 10 people. Students will receive a manual for reviewing and hands-on training.

**SNV-12 training will consist of 8 hours of on-site training, at the customer's facilities, for up to 10 people. Students will receive a manual for reviewing and hands-on training.

VOLUME DISCOUNT PROGRAM - PHASE 1 AND PHASE 2 ALL CATEGORIES

The volume discount will be cumulative and over the term of the contract.
 (Initial Term of Three [3] Years)

Additional Discount off Net Contract Unit Price	Cumulative Total Sales from:	Cumulative Total Sales to:
2 %	\$ 5,000,000	\$ 9,999,999
3 %	\$ 10,000,000	\$ 14,999,999
3 %	\$ 15,000,000	\$ 19,999,999
4 %	\$ 20,000,000	\$ 29,999,999
5 %	\$ 30,000,000	\$ 100,000,000+

Installation Services: \$65.00 per hour
 Repair Services: \$90.00 per hour
 Awarded Phase(s): Phase I & II

PHASE I PRICING

Req. Item	Description	Qty	Unit	Percentage off Mfg List Price
1.	Base Station	1-4	EA	30%
		5-10	EA	30%
		11+	EA	30%
2.	Repeater	1-4	EA	30%
		5-10	EA	30%
		11+	EA	30%
3.	Portable Radio	1-49	EA	30%
		50+	EA	30%
4.	Mobile Radio	1-20	EA	30%
		21-100	EA	30%
		101+	EA	30%
5.	Desktop	1-20	EA	30%
		21-100	EA	30%
		101+	EA	30%
6.	Console Unit	1-9	EA	
		10+	EA	
7.	Support Services	1	HR	\$65.00
8.	Installation Services	1	HR	\$65.00
9.	Repair Services	1	HR	\$90.00
10.	Accessories		EA	30%
11.	List other Equipment		EA	

Kenwood Phase I Equipment List is provided above as an embedded Word Document.

Kenwood Price Sheets

ITEM	Mfg Name	Brand/Model#	Total Price
Portable Analog			
High VHF 136-174 Quality Category D	Kenwood	TK-280K / K2	\$498.50
UHF 450-470 Quality Category C	Kenwood	TK-380K	\$498.50

**Portable Analog
 High VHF 136-174 Quality Category D**

	STANDARD SPECIFICATION	BIDDER'S SPECIFICATION
GENERAL		
Number of Channels/Modes/Personalities	2	250
Operational Bandwidth/Maximum Frequency Separation, MHz	38	38
Frequency Stability (-30 °C to + 60 °C), PPM	± 2.5	2.5
Channel Spacing, kHz	12.5 / 25 / 30	12.5 / 25 / 30
TRANSMITTER		
RF Power Output, Watts	1/5 selectable (Low/High)	1/5
Radiated Spurious & Harmonic Emission, dB	-60	-70
FM Noise, dB	-40	-45
Audio Distortion, % maximum	5	3
Audio Response (per TIA/EIA 603)	+1, -3	+1, -3
RECEIVER		
Sensitivity, EIA 12 dB Sinad, dBm	-116	-119
Selectivity, adj. channel (dB), 25/12.5 kHz	-70/-60	-75/-65
Spurious and Image Rejection, dB	-70	-70
Intermodulation, dB	-70	-70
Speaker Audio Output, milliwatts	350	500
Audio Distortion, % maximum	5	5
Static BER sensitivity @ 5% referenced @ 12.5 KHZ	-	-
Price FOB Destination freight prepaid & included in price		\$498.50
OTHER INFORMATION:		
Prices are based on Manufacturer's price list entitled:		Kenwood USA
Prices are based on price list quoted above dated:		7/1/2003
Discount percentage represented by this price is		27%
Delivery - expressed in days after Receipt of Order		Less than 60 Days
Warranty Period - in excess of that required by the specifications (in days)		365 Days
% Tax required		0%
Components added to the above model to meet required specifications:		

REQUIRED OPTIONS		
Part Number	Description	Price
KSC-19	Battery Charger/Vehicular Battery or Nominal 120 VAC, 60 HZ *	\$25.55
INCLUDED	Position Rotary Channel/Mode Select Switch Option	
INCLUDED	Low Battery Alert Tone Option	
TK-280K3 / K4	Dual Tone Multi Frequency encoder and Key Pad Option	\$24.09
KLH-75B / 76B	Leather Carrying Case Option	\$30.66
KMC-25	External Speaker/Microphone Option	\$67.16
OPTIONAL OPTIONS		
KVC-5	Vehicular Charger/Console Option	\$248.20
INCLUDED	Flashing EEPROM	
INCLUDED	Provision for Field Software Upgrade	
NO	Secure Encryption Option	

REQUIRED OPTIONS		
Part Number	Description	Price
KVC-8A	RF Power Amplifiers Option	\$646.05
INCLUDED	Paging Decoder Option	
INCLUDED	Emergency Button/Switch Option	
INCLUDED	Programmable Button/Switch Option	
INCLUDED	Push-to-talk ID Transmission Option	
INCLUDED	Alphanumeric Display Option	

Portable Analog
UHF 450-470 Quality Category C

	STANDARD SPECIFICATION	BIDDER'S SPECIFICATION
GENERAL		
Number of Channels/Modes/Personalities	14	250
Operational Bandwidth/Maximum Frequency Separation, MHz	20	40
Frequency Stability (-30 °C to + 60 °C), PPM	± 2.5	± 2.5
Channel Spacing, kHz	12.5 / 25	12.5 / 25
TRANSMITTER		
RF Power Output, Watts	1/4 selectable (Low/High)	1/4 selectable (Low/High)
Radiated Spurious & Harmonic Emission, dB	-60	-70
FM Noise, dB	-40	-40
Audio Distortion, % maximum	5	3
Audio Response (per TIA/EIA 603)	+1, -3	+1, -3
RECEIVER		
Sensitivity, EIA 12 dB Sinad, dBm	-116	-119
Selectivity, adj. channel (dB), 25/12.5 kHz	-70/-60	-70/-62
Spurious and Image Rejection, dB	-70	-70
Intermodulation, dB	-70	-70
Speaker Audio Output, milliwatts	350	500
Audio Distortion, % maximum	5	5
Static BER sensitivity @ 5% referenced @ 12.5 KHZ	-	-
Price FOB Destination freight prepaid & included in price		\$498.50
OTHER INFORMATION:		
Prices are based on Manufacturer's price list entitled:		Kenwood USA
Prices are based on price list quoted above dated:		7/1/2003
Discount percentage represented by this price is		27%
Delivery - expressed in days after Receipt of Order		Less than 60 Days
Warranty Period - in excess of that required by the specifications (in days)		365 Days
% Tax required		0%
Components added to the above model to meet required specifications:		

REQUIRED OPTIONS		
Part Number	Description	Price
KSC-19	Battery Charger/Vehicular Battery or Nominal 120 VAC, 60 HZ *	\$25.55

INCLUDED	Position Rotary Channel/Mode Select Switch Option	
INCLUDED	Low Battery Alert Tone Option	
INCLUDED	Alphanumeric Display Option	
TK-380K4	Dual Tone Multi Frequency encoder and Key Pad Option	\$36.50
KLH-75B / 76B	Leather Carrying Case Option	\$30.66
KMC-25	External Speaker/Microphone Option	\$67.16
OPTIONAL OPTIONS		
KVC-5	Vehicular Charger/Console Option	\$248.20
INCLUDED	Flashing EEPROM	
INCLUDED	Provision for Field Software Upgrade	
NO	Secure Encryption Option	
KVC-8A	RF Power Amplifiers Option	\$646.05
INCLUDED	Paging Decoder Option	
INCLUDED	Emergency Button/Switch Option	
INCLUDED	Programmable Button/Switch Option	
INCLUDED	Push-to-talk ID Transmission Option	

**Kenwood USA Corporation
Phase I Equipment**

TK-190	TK-6110
TK-290	TK-7150
TK-390	TK-8150
TK-272G	TK-762G
TK-372G	TK-862G
NX-200	TK-7180 (H)
NX-300	TK-8180 (H)
NX-210K2	TK-7160
TK-2180	TK-8160
TK-3180	TK-7302V
TK-3173	TK-8302U
TK-2170	TK-7102H
TK-3170	TK-8102H
TK-2360	NX-700 (H)
TK-3360	NX-800 (H)
TK-2212L	TK-690 (H)
TK-3212L	TK-790 (H)
TK-3202VK	TK-890(H)
TK-3302UK	TK-5710 (H)
TK-2300	TK-5810 (H)
TK-3300	TK-5720
TK-2300VP	TK-5820
TK-3300UP	TK-5910
TK-3230	TK-930HD
TK-3140	TK-980
TK-3160	TK-981
TK-5210	TKR-750
TK-5310	TKR-850
TK-5410	KDS-100
TK-5220	GPS
TK-5320	FLEETSYNC
TK-2140	PASSPORT
TK-2160	SYSTEMS
TK-373	
TK-480	
TK-481	

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
13382 OC

PAGE 1 of 1	ORDER DATE 10/02/12
BUSINESS UNIT 9000	BUYER MARY LANNING (AS)
VENDOR NUMBER: 838720	
VENDOR ADDRESS: KENWOOD USA CORPORATION COMMUNICATION DIVISION 2201 E DOMINGUEZ STREET LONG BEACH CALIFORNIA 90810-1009	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

NOVEMBER 07, 2012 THROUGH OCTOBER 29, 2013

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Originally awarded from WSCA Contract 02702

Contract to supply and deliver Public Safety Communications Equipment, through a prime vendor program to State of Nebraska agencies for the period November 7, 2012 through October 29, 2013.

Payment: 45 days

Purchase Orders for State Agencies, Boards and Commissions for Public Safety Communications Equipment must be processed by the Office of the CIO. Political Subdivisions are responsible for processing Purchase Order directly with the contracted vendor.

(For the File - This REP and Contract are bid and awarded by the State of Washington. All backup bids, etc. are retained by the Washington Department of Administration, State Procurement Office)

(For the File: The WSCA/Kenwood USA Corporation Master Price Agreement contract period was effective October 30, 2009. The WSCA/Kenwood USA Corporation Participating Addendum for Nebraska became effective on October 30, 2011).

Vendor Contact: Barry Morris
Phone: 800-752-0986
Fax: 310-761-8246
Email: bmorris@kenwoodusa.com

(10/02/12 djg)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	PUBLIC SAFETY COMMUNICATIONS EQUIPMENT	20,000.0000	\$	1.0000

Mary Lanning BUYER
Steve MATERIEL ADMINISTRATOR
12/4/12

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
Contract 02702: Public Safety Communication Equipment**

**Kenwood USA Corporation
(hereinafter "Contractor")**

And

**State of Nebraska
(hereinafter "Participating State")**

1. Scope

1. Scope: This addendum covers the WSCA/NASPO Public Safety Communication Equipment, contract lead by the State of Washington for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts.

2. Participation: Use of specific WSCA/NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the 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.

Contractor may extend the Contract to political subdivisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political subdivisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

3. Changes

TAXES of the Standard Terms and Conditions shall read as follows:

The State of Nebraska is exempt from the obligation to pay federal excise taxes; it is further exempt by state law, Neb. Rev. Stat. § 2704.15, from the obligation to pay sales and use taxes. Taxes must not be included in the bid prices. Exemption by statute precludes the obligation to furnish a State of Nebraska exemption certificate. Copies of exemption certificates may be attached hereto as a courtesy.

DEFAULT AND REMEDIES of the Standard Terms and Conditions shall be amended as follows:

To the extent permitted by law, any of the following events shall constitute cause for Nebraska to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract Nebraska shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. If the default remains, after Contractor has been provided the opportunity to cure, Nebraska may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof, 3. Suspend contractor from receiving future proposal solicitations.

REPORTS of the Standard Terms and Conditions shall contain additional language as follows:

The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing at a minimum the following information pertaining to State of Nebraska utilization: (a) purchase order number; (b) description; (c) quantity; and (d) price. These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

<u>Period End</u>	<u>Report Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

DELIVERY OF GOODS shall be added as follows:

No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor of non-acceptance within fifteen (15) days of delivery of a Product or Service; failing which the Product or Service shall be deemed accepted by the Purchasing Entity.

WARRANTY of the Standard Terms and Conditions shall contain additional language as follows:

b) . . . and dealer warranty.

e) The Contractor will provide a copy of the manufacturer's warranty to the State of Nebraska upon signature of the participating addendum.

PROMPT PAYMENT of the Standard Terms and Conditions shall read as follows:

The State of Nebraska will make payments in strict accordance with the Nebraska Prompt Payment Act, Neb. Rev. Stat. § 81-2401 et seq., as described in Neb. Rev. Stat. § 81-2403 of the Act. Interest charges may be assessed for late payments in accordance with § 81-2404 of the Act. Payments are due upon receipt of an undisputed invoice, merchandise or service, whichever is later, and payable in accordance with the Act unless otherwise specified in a Transaction Document.

The State of Nebraska may terminate this Contract or any purchase order, in whole or in part, in the event funding is no longer available. Its obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for this contract. Should said funds not be appropriated, the State of Nebraska may terminate this Contract or any purchase order with respect to those payments for the fiscal years for which such funds are not appropriated. The State of Nebraska will give the Contractor written notice of thirty (30) days prior to the effective date of any termination under this section. All obligations of the State of Nebraska to make payments after the termination date will cease and all interest of the State of Nebraska in any related equipment will terminate. The Contractor shall be entitled to receive just and fair compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

RECORDS ADMINISTRATION AND AUDIT OF RECORDS of the Standard Terms and Conditions shall be amended to read as follows:

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

INDEMNIFICATION/HOLD HARMLESS of the Standard Terms and Conditions shall be amended to read as follows:

A. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

B. INTELLECTUAL PROPERTY

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

C. PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

LIABILITY INSURANCE of the Standard Terms and Conditions shall be amended to read as follows:

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

A. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

B. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

C. INSURANCE COVERAGE AMOUNTS REQUIRED

- 1. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- 2. COMMERCIAL GENERAL LIABILITY**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

- 3. COMMERCIAL AUTOMOBILE LIABILITY**

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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- 4. UMBRELLA/EXCESS LIABILITY**

Over Primary Insurance	\$1,000,000 per occurrence
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D. EVIDENCE OF COVERAGE

The contractor should furnish the State a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2800). These certificates or the cover sheet shall reference the contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services Risk Management when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

DRUG POLICY shall be added as follows:

Drug Policy: Contractor certifies, by signing this agreement that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State of Nebraska.

NEW EMPLOYEE WORK ELIGIBILITY STATUS shall be added as follows:

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- A. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- B. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- C. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

CONTRACT MONITORING shall be added as follows:

The contractor is obligated to furnish information as requested to determine whether the objectives of the contract have been met. The contractor will be required to furnish quarterly reports to the State of Nebraska primary contact upon request.

LIMITATION OF LIABILITY shall be added as follows:

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS:

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

ADMINISTRATIVE FEE:

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to (1%) of the net sales (net of any returns, credits or adjustments) under this contract, for the contract period. The Contractor's pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Payment Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be provided in secure electronic format and/or submitted electronically to the State contact listed on the contract.

4. [Purposely left blank.]

5. Primary Contacts:

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

Lead State

Name	Robert Paulson
Address	Washington State Department of Enterprise Services, 1500 Jefferson St. SE, Olympia WA 98501
Telephone	360-407-9430
Fax	
E-mail	robert.paulson@des.wa.gov

Contractor

Name	Barry Morris
Address	2201 E. Dominguez Street, Long Beach CA 90810-1009
Telephone	800-752-0986
Fax	310-761-8246
E-mail	bmorris@kenwoodusa.com

Participating Entity

Name	Mary Lanning
Address	301 Centennial Mall South, Lincoln NE 68508
Telephone	402-471-0973
Fax	402-471-2089
E-mail	Mary.lanning@nebraska.gov

4. Primary Contact

The primary government contact individual for this Participating Addendum is as follows:

Name: Mary Lanning
Title: Buyer
Government Entity: Nebraska State Purchasing Bureau
Address: 301 Centennial Mall South
Phone: 402-471-0973
Fax: 402-471-2089
Email: Mary.lanning@nebraska.gov

5. Subcontractors

The following subcontractor(s) are authorized to provide goods and/or perform services.

Authorized Kenwood P25 Product Resellers (all Kenwood products)

- **Shaffer Communications** 2333 N 33rd ST Lincoln, NE 68504 **Paul Babi** 402.466.1515
pbabl@juno.co
- **Tri-State Communications** 1030 5th Ave S. Sioux City, NE 68776 **Bob Cain** 402.494.5477
bobcain@tri-statecomm.com
- **First Wireless** 3300 "O" St Lincoln, NE 68510 **Doug Ostergard** 402.475.2266
dougo@firstwirelessinc.com
- **First Wireless** 13444 "L" St. Omaha, NE 68137 **Mark Neill** 402.895.6100 MarkN@firstwirelessinc.com
- **RACOM** 5350 "F" St. Omaha, NE 68117 **Cindy Sorum** 402.489-9911 cindy.sorum@racom.net
- **Midland Telecom** 3239 W 2nd Grand Island, NE 68803 **Randy Faaborg** 308.381.8434
rfaaborg@telsysne.net
- **Haug Communications** 622 Neptune Drive Seneca, KS 66538 **Al Haug** 785.336.3579 al@hciws.com
- **Engelhardt Communications** 226 S. Main West Point, NE 68788 **Ron Engelhardt** 402-372-3952
mwordekemper@cableone.net
- **Pierce Electronics** 1970 V Road suite #1 Mankato, KS 66956 **Kim Pierce** 785.378.3158
Kfpierce60@gmail.com

Authorized Kenwood Non-P25 Product Resellers (excluding Kenwood P25 products)

- **Seward Electronics** 938 Seward St Seward, NE 68434 **Joe Ruzicka** 402.643.6262
jjruzicka@windstream.net
- **ERC** 313 N. "C" St. Edgar, NE 68935 **Dennis Shuck** 402.224.8125 dennis@erc.com
- **Action Communications** 315 W. 27th St. Scottsbluff, NE 69361 **Rick Derr** 308.632.7836
rickd@actcom.net
- **Harris Electronics** 105 14th St. Fairbury, NE 68352 **Bill Harris** 402.729.5029
harriselectronics@starband.net
- **Walton's Electronics** 54280 Hwy 13 Foster, NE 68765 **Dory and Rick Walton** 402.329.4247
walton@ptcnet.net
- **Ron's Radio** 512 E. 7th St. Wayne, NE 68787 **Ron Wreidt** 402.375.4697 ronradio@huntel.net

6. Price Agreement Number

All purchase orders issued by purchasing entities within the jurisdiction of this Participating Addendum shall include Price Agreement number *Number to be assigned upon receipt of signed agreement from Contractor*

This Addendum and the Price Agreement 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 Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Government Entity: State of Nebraska
Name: Steph Salek
Signature: [Signature]
Title: AS Materiel Administrator
Date: 12/3/12

Contractor: Kenwood USA Corporation
Name: Barry Morris
Signature: [Signature]
Title: Public Safety Sales Manager
Date: 11-9-12

CONTRACTOR INFORMATION

Contractor: Kenwood USA Corporation
(Received award for Phase I and Phase II)
P.O. Box 22745
Long Beach, CA 90801-5745

Page number

Contact: Barry Morris
Phone: 800-752-0986 x8280
Fax: 310-761-8246

Alternate Contact:

Cheryl Daly
800-752-0986 x4469
360-761-8246
cdaly@kenwoodusa.com

Email: bmorris@kenwoodusa.com

Internet address: <http://www.kenwood.net>

Web catalog address:

Federal ID No.: 95-2948901

Supplier No.: W6384

Total Contract worth: \$500,000,000.00

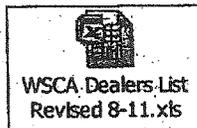
Payment address: See Listed Dealer
Locations by State

**Order placement
address:**

See Listed Dealer
Locations by State

Customer Service: Donetha Willis
Telephone: 800-752-0986 x8343
Fax: 310-761-8246

For a quotation or suggested retail pricing, contact one of the listed dealers below.



Ordering procedures:

Credit card acceptance: Visa

Minimum orders:

Delivery time: days After Receipt of Order (ARO)

Payment terms: 2% 30 days

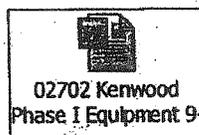
Shipping destination: Freight on Board (FOB) destination

Freight: Prepaid and included

Warranty: 3years for equipment manufactured after 3/09

Category: Category 1, Analog & Digital Portables, Digital Trunked Mobiles.

Phase One Product Line:



Link to bid Specifications:

**Currently Installed
Systems, upgrade** 30% off Manufacturer List Price

**equipment, radio
equipment and accessories:**

Support Services: \$65.00 per hour

0314-045100	CABLE, CAT 5 (RJ-45 M/M), 100FT	\$34.63
0313-070000	CABLE, CAT 5 (RJ-45 M/M), 6 FT	\$2.59
5990-002003	*COMPUTER MONITOR, TOUCH SCREEN, 17 IN	\$865.87
5990-001002	*COMPUTER, DESKTOP W/O MONITOR	\$965.72
0313-070100	ETHERNET SWITCH, 8 PORT, 120 VAC	\$53.87
0153-050001	SPEAKER, UNSELECT W/AMPLIFIER, 115VAC	\$35.91
1625-141500	AC PWR STRIP, RACK MT, 14 OUTLET, 1U, 115VAC	\$67.97
8070-801908	CABINET	\$2,116.13
0314-045100	CABLE, CAT 5 (RJ-45 M/M), 100FT	\$34.63
0313-070000	CABLE, CAT 5 (RJ-45 M/M), 6 FT	\$2.59
5970-806001	POWER SUPPLY, RACK MOUNT, 2U, 12VDC, 50A	\$513.00
0313-070216	ROUTER, VPN/NAT, 16 PORT, RK MT, 1U, 115/230VAC	\$568.15
5961-291293	RADIO INTERFACE CABLE FOR TK-7180/8180	\$217.55
5961-291262	RADIO INTERFACE CABLE FOR XTL-2500/5000	\$217.55
9999-200000	MANUFACTURING LABOR HOURLY RATE	\$80.75
9999-400000	ENGINEERING LABOR HOURLY RATE	\$1,216.00
0000-000001	**TRAINING, ACU	\$6,982.50
0000-000002	**TRAINING, SNV-12	\$5,690.50

***COMPUTERS WITH INSTALLED SOFTWARE**

The computers function as a command and control station(s) to operate the ACU Controller Software and the PCNXU software that will be downloaded and configured by our engineers. This solution provides a fixed site installation along with the ability to remotely access the interoperability equipment (ACU) through a network connection. The ACU Controller Software provides the capability to operate, configure and monitor the ACU's operation. The PCNXU software provides the customer with the ability to remotely establish a VoIP /RoIP audio connection between the computer and ACU switches elsewhere on the network, regardless if the network is fixed, mobile or tactical.

TRAINING

**ACU training will consist of 16 hours of on-site training, at the customer's facilities, for up to 10 people. Students will receive a manual for reviewing and hands-on training.

**SNV-12 training will consist of 8 hours of on-site training, at the customer's facilities, for up to 10 people. Students will receive a manual for reviewing and hands-on training.

VOLUME DISCOUNT PROGRAM - PHASE 1 AND PHASE 2 ALL CATEGORIES

The volume discount will be cumulative and over the term of the contract.

(Initial Term of Three [3] Years)

Additional Discount off Net Contract Unit Price	Cumulative Total Sales from:	Cumulative Total Sales to:
2 %	\$ 5,000,000	\$ 9,999,999
3 %	\$ 10,000,000	\$ 14,999,999
3 %	\$ 15,000,000	\$ 19,999,999
4 %	\$ 20,000,000	\$ 29,999,999
5 %	\$ 30,000,000	\$ 100,000,000+

Installation Services: \$65.00 per hour
Repair Services: \$90.00 per hour
Awarded Phase(s): Phase I & II

PHASE I PRICING

Req. Item	Description	Qty	Unit	Percentage off Mfg List Price
1.	Base Station	1-4	EA	30%
		5-10	EA	30%
		11+	EA	30%
2.	Repeater	1-4	EA	30%
		5-10	EA	30%
		11+	EA	30%
3.	Portable Radio	1-49	EA	30%
		50+	EA	30%
4.	Mobile Radio	1-20	EA	30%
		21-100	EA	30%
		101+	EA	30%
5.	Desktop	1-20	EA	30%
		21-100	EA	30%
		101+	EA	30%
6.	Console Unit	1-9	EA	
		10+	EA	
7.	Support Services	1	HR	\$65.00
8.	Installation Services	1	HR	\$65.00
9.	Repair Services	1	HR	\$90.00
10.	Accessories		EA	30%
11.	List other Equipment		EA	

Kenwood Phase I Equipment List is provided above an an embedded Word Document.

Kenwood Price Sheets

ITEM	Mfg Name	Brand/Model#	Total Price
Portable Analog			
High VHF 136-174 Quality Category D	Kenwood	TK-280K / K2	\$498.50
UHF 450-470 Quality Category C	Kenwood	TK-380K	\$498.50

Portable Analog
High VHF 136-174 Quality Category D

	STANDARD SPECIFICATION	BIDDER'S SPECIFICATION
GENERAL		
Number of Channels/Modes/Personalities	2	250
Operational Bandwidth/Maximum Frequency Separation, MHz	38	38
Frequency Stability (-30 °C to + 60 °C), PPM	± 2.5	2.5
Channel Spacing, kHz	12.5 / 25 / 30	12.5 / 25 / 30
TRANSMITTER		
RF Power Output, Watts	1/5 selectable (Low/High)	1/5
Radiated Spurious & Harmonic Emission, dB	-60	-70
FM Noise, dB	-40	-45
Audio Distortion, % maximum	5	3
Audio Response (per TIA/EIA 603)	+1, -3	+1, -3
RECEIVER		
Sensitivity, EIA 12 dB Sinad, dBm	-116	-119
Selectivity, adj. channel (dB), 25/12.5 kHz	-70/-60	-75/-65
Spurious and Image Rejection, dB	-70	-70
Intermodulation, dB	-70	-70
Speaker Audio Output, milliwatts	350	500
Audio Distortion, % maximum	5	5
Static BER sensitivity @ 5% referenced @ 12.5 KHZ	-	-
Price FOB Destination freight prepaid & included in price		\$498.50
OTHER INFORMATION:		
Prices are based on Manufacturer's price list entitled:		Kenwood USA
Prices are based on price list quoted above dated:		7/1/2003
Discount percentage represented by this price is		27%
Delivery - expressed in days after Receipt of Order		Less than 60 Days
Warranty Period - in excess of that required by the specifications (in days)		365 Days
% Tax required		0%
Components added to the above model to meet required specifications:		

REQUIRED OPTIONS		
Part Number	Description	Price
KSC-19	Battery Charger/Vehicular Battery or Nominal 120 VAC, 60 HZ *	\$25.55
INCLUDED	Position Rotary Channel/Mode Select Switch Option	
INCLUDED	Low Battery Alert Tone Option	
TK-280K3 / K4	Dual Tone Multi Frequency encoder and Key Pad Option	\$24.09
KLH-75B / 76B	Leather Carrying Case Option	\$30.66
KMC-25	External Speaker/Microphone Option	\$67.16
OPTIONAL OPTIONS		
KVC-5	Vehicular Charger/Console Option	\$248.20
INCLUDED	Flashing EEPROM	
INCLUDED	Provision for Field Software Upgrade	
NO	Secure Encryption Option	

REQUIRED OPTIONS		
Part Number	Description	Price
KVC-8A	RF Power Amplifiers Option	\$646.05
INCLUDED	Paging Decoder Option	
INCLUDED	Emergency Button/Switch Option	
INCLUDED	Programmable Button/Switch Option	
INCLUDED	Push-to-talk ID Transmission Option	
INCLUDED	Alphanumeric Display Option	

Portable Analog
UHF 450-470 Quality Category C

	STANDARD SPECIFICATION	BIDDER'S SPECIFICATION
GENERAL		
Number of Channels/Modes/Personalities	14	250
Operational Bandwidth/Maximum Frequency Separation, MHz	20	40
Frequency Stability (-30 °C to + 60 °C), PPM	± 2.5	± 2.5
Channel Spacing, kHz	12.5 / 25	12.5 / 25
TRANSMITTER		
RF Power Output, Watts	1/4 selectable (Low/High)	1/4 selectable (Low/High)
Radiated Spurious & Harmonic Emission, dB	-60	-70
FM Noise, dB	-40	-40
Audio Distortion, % maximum	5	3
Audio Response (per TIA/EIA 603)	+1, -3	+1, -3
RECEIVER		
Sensitivity, EIA 12 dB Sinad, dBm	-116	-119
Selectivity, adj. channel (dB), 25/12.5 kHz	-70/-60	-70/-62
Spurious and Image Rejection, dB	-70	-70
Intermodulation, dB	-70	-70
Speaker Audio Output, milliwatts	350	500
Audio Distortion, % maximum	5	5
Static BER sensitivity @ 5% referenced @ 12.5 KHZ	-	-
Price FOB Destination freight prepaid & included in price		\$498.50
OTHER INFORMATION:		
Prices are based on Manufacturer's price list entitled:		Kenwood USA
Prices are based on price list quoted above dated:		7/1/2003
Discount percentage represented by this price is		27%
Delivery - expressed in days after Receipt of Order		Less than 60 Days
Warranty Period - in excess of that required by the specifications (in days)		365 Days
% Tax required		0%
Components added to the above model to meet required specifications:		

REQUIRED OPTIONS		
Part Number	Description	Price
KSC-19	Battery Charger/Vehicular Battery or Nominal 120 VAC, 60 HZ *	\$25.55

INCLUDED	Position Rotary Channel/Mode Select Switch Option	
INCLUDED	Low Battery Alert Tone Option	
INCLUDED	Alphanumeric Display Option	
TK-380K4	Dual Tone Multi Frequency encoder and Key Pad Option	\$36.50
KLH-75B / 76B	Leather Carrying Case Option	\$30.66
KMC-25	External Speaker/Microphone Option	\$67.16
OPTIONAL OPTIONS		
KVC-5	Vehicular Charger/Console Option	\$248.20
INCLUDED	Flashing EEPROM	
INCLUDED	Provision for Field Software Upgrade	
NO	Secure Encryption Option	
KVC-8A	RF Power Amplifiers Option	\$646.05
INCLUDED	Paging Decoder Option	
INCLUDED	Emergency Button/Switch Option	
INCLUDED	Programmable Button/Switch Option	
INCLUDED	Push-to-talk ID Transmission Option	

**Kenwood USA Corporation
Phase I Equipment**

TK-190	TK-6110
TK-290	TK-7150
TK-390	TK-8150
TK-272G	TK-762G
TK-372G	TK-862G
NX-200	TK-7180 (H)
NX-300	TK-8180 (H)
NX-210K2	TK-7160
TK-2180	TK-8160
TK-3180	TK-7302V
TK-3173	TK-8302U
TK-2170	TK-7102H
TK-3170	TK-8102H
TK-2360	NX-700 (H)
TK-3360	NX-800 (H)
TK-2212L	TK-690 (H)
TK-3212L	TK-790 (H)
TK-3202VK	TK-890(H)
TK-3302UK	TK-5710 (H)
TK-2300	TK-5810 (H)
TK-3300	TK-5720
TK-2300VP	TK-5820
TK-3300UP	TK-5910
TK-3230	TK-930HD
TK-3140	TK-980
TK-3160	TK-981
TK-5210	TKR-750
TK-5310	TKR-850
TK-5410	KDS-100
TK-5220	GPS
TK-5320	FLEETSYNC
TK-2140	PASSPORT
TK-2160	SYSTEMS
TK-373	
TK-480	
TK-481	



Nebraska Resale or Exempt Sale Certificate

FORM
13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name Lancaster County				Name Kenwood USA Corporation			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 2201 E. Dominguez Street			
City Lincoln	State NE	Zip Code 68508		City Long Beach,	State CA	Zip Code 90810-1009	

Check Type of Certificate

Single Purchase

Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

Purchase for Resale (Complete Section A)

Exempt Purchase (Complete Section B)

Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

YES NO

Was Item Depreciable?

YES NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____: (exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

6-26-14
Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).