

**PARTICIPATING ADDENDUM
NASPO ValuePoint**

FOR PUBLIC SAFETY VIDEO EQUIPMENT

Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: OK-MA-145-035

COBAN Technologies, Inc.

and

State of Washington

(hereinafter "Participating State")

Washington Master Contract No.: 06316

This Participating Addendum ("Master Contract No. 06316") for the above referenced Master Agreement is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and COBAN Technologies, Inc., a Texas Corporation ("Contractor") and is dated and effective as of January 1, 2018.

1. **SCOPE:** This Participating Addendum covers the following Public Safety Video Equipment contract Bands led by the State of Oklahoma for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official:

- Band 1 – Body Cameras
- Band 2 – Dash Cameras
- Band 3 – Video Storage and Management

2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities"):

- (a) **WASHINGTON STATE AGENCIES.** Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.
- (b) **MCUA PARTIES.** The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts);

- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

- 3.1. **WASHINGTON STATE PRICING:** Although Contractor may offer lower prices to Washington State Authorized Purchasing Entities, Contractor guarantees to provide the items in all Bands at prices no greater than the prices set forth in the Master Agreement. Contractor shall provide Washington State Authorized Purchasing Entities an additional discount for those items as set forth in the Master Agreement, Attachment D, Band 2, highlighted in yellow, attached and incorporated by reference herein.
- 3.2. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum ("Master Contract No. 06316"), Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at <https://fortress.wa.gov/ga/webcust/home.html>. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Participating Addendum ("Master Contract No. 06316"), Contractor shall maintain an accurate profile in WEBS.
- 3.3. **WASHINGTON'S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).
- 3.4. **CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
- (a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services' [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
 - (b) **DATA.** Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.
 - (c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31

September 30	October 31
December 31	January 31

3.5. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0150.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:

- This Washington Master Contract No.: **06316**
- The NASPO Master Agreement No.: **OK-MA-145-035**
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the face of the check.

(d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

(f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.6. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

3.7. **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Participating Addendum ("Master Contract No. 06316") and the three (3) year period immediately preceding the award of the Participating Addendum ("Master Contract No. 06316"), it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of

Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

- 3.8. **PAY EQUALITY:** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Participating Addendum ("Master Contract No. 06316") for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participating Addendum ("Master Contract No. 06316") and any Purchaser hereunder similarly may suspend or terminate its use of the Participating Addendum ("Master Contract No. 06316") and/or any agreement entered into pursuant to the Participating Addendum ("Master Contract No. 06316").
- 3.9. **COMPLIANCE WITH IT SECURITY POLICIES:** Contractor is responsible for establishing IT security program and maintaining physical, technical, administrative, and organizational safeguards, that comply with applicable industry standards and guidelines. Contractor is expected to comply with Purchasing Entity's IT security policies as applicable to a Purchasing Entity's Order. Prior to final execution of any Washington State Agencies' Order with the Contractor, the Contractor's solution, as implemented by the Washington State Agency, will be subject to a security design review to ensure compliance with Office of the Chief Information Officer (OCIO) Policy 141.10 - Securing Information Technology Assets Standards located at <https://ocio.wa.gov/policies>.
4. **LEASE AGREEMENTS:** Leasing, renting, or purchasing equipment is not allowed throughout the term of the Master Agreement.

5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	Participating State
COBAN Technologies, Inc. Bids and Quotes Analyst 11375 W Sam Houston Parkway S. #800 Huston, Texas 77031	State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: William Chiang Tel: 281-925-0488 x 177 Email: williamc@cobantech.com	Attn: Marci Disken Tel: (360) 407-9405 Email: Marci.disken@des.wa.gov

6. **SUBCONTRACTORS:** All Contractor's Distributors authorized in the State of Washington, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Distributor's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.
8. **GENERAL:**
- (a) **INTEGRATED AGREEMENT; MODIFICATION.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.
 - (b) **AUTHORITY.** Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
 - (c) **ELECTRONIC SIGNATURES.** A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

- (d) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

COBAN TECHNOLOGIES, INC.,
A TEXAS CORPORATION

By: 

Date: 12/19/2017

By: 

Date: 12/12/2017

Scott Smith

Jeff Lee

Its: IT Procurement Manager

Its: Vice President of Finance and Administration

Public Safety/Law Enforcement Video and Vehicle Mounted Equipment

Attachment D Band 2 - Pricing Workbook

OK- MA - 145 Band 2 - Vehicle Mounted and Recording Devices- Pricing Template

Good Solution - Enhanced Model

Supplier Name: COBAN Technologies, Inc.

<i>List proposed equipment with brand, model numbers)</i>		Small (1 - 25 Officers)	Medium (26-200 Officers)	Large (201-1000 Officers)	X-Large (1001+ Officers)
Equipment:					
COBAN IN-CAR SYSTEM - EDGE					
SYSED-05	EDGE Hi-Def IN-CAR SYSTEM 5.7" touchscreen monitor GPS Smart Power Module (SPM) w/ UPS 8 GB internal SSD OS drive 64 GB internal SSD Fail-Safe drive 64 GB removable SSD Front facing HD color camera Backseat wide angle IR camera Wireless microphone Covert backseat microphone Internal 802.11 a/g/n/ac wireless card Three year limited hardware warranty	\$4,898.20	\$4,653.29	\$4,506.34	\$4,408.38
SYSED-06-A	EDGE Hi-Def IN-CAR SYSTEM 5.7" touchscreen monitor GPS Smart Power Module (SPM) w/ UPS 8 GB internal SSD OS drive 64 GB internal SSD Fail-Safe drive 64 GB removable SSD Front facing SD color camera Wireless microphone Covert backseat microphone Internal 802.11 a/g/n/ac wireless card Three year limited hardware warranty	\$4,417.07	\$4,417.07	\$4,417.07	\$4,417.07
MZZ-01	Adapter Plate (required for all cars, except for Ford Crown Victoria and 2012 Dodge Charger)	\$99.26	\$99.26	\$99.26	\$99.26
SCOPT-02	Laptop/MDC Interface (Includes Cable, Software, and MDC Integration Training)	\$0.00	\$0.00	\$0.00	\$0.00
SCOPT-04	Crash Sensor	\$150.00	\$142.50	\$138.00	\$135.00
SCOPT-07	Video Streaming License	\$49.63	\$49.63	\$49.63	\$49.63

SCOPT-10	Radar Integration (Department must provide cable and or interface components)	\$49.63	\$49.63	\$49.63	\$49.63
SCOPT-14	Wired - Visor Mount Ethernet Port	\$49.63	\$49.63	\$49.63	\$49.63
SCOPT-27	Two (2) Dual Band Antennas 802.11 A/G/N	\$148.89	\$148.89	\$148.89	\$148.89
SCOPT-42	Dual Microphone Receiver Module (Receiver Only)	\$148.89	\$148.89	\$148.89	\$148.89
SCOPT-56	Detached Wide Angle IR Camera (includes 1 - 12ft extension)	\$200.00	\$190.00	\$184.00	\$180.00
SCMR-102	0.7x Wide Angle Lens	\$250.00	\$237.50	\$230.00	\$225.00
SCPKB-DRA-0100	G5 Wireless Microphone Package (Includes: Transmitter, Battery, Lapel Mic, Antenna, Charger, AC/DC Adapters for charger and Leather Holster.)	\$420.00	\$399.00	\$386.40	\$378.00
SCPKE-DRA-0500	G5 10 Microphone Charging Bank	\$890.00	\$845.50	\$818.80	\$801.00
SCMH-G3-60SD	Edge 64 GB Solid State Drive	\$446.00	\$446.00	\$446.00	\$446.00
SCAA-014	Support Kit 8GB USB / Keyboard - EDGE	\$193.56	\$193.56	\$193.56	\$193.56
COBAN IN-CAR SYSTEM - FUSION					
SYSFS-01	FUSION IN-CAR SYSTEM 4.3" touchscreen monitorGPS Smart Power Module (SPM) w/ UPS 64 GB USB pen drive High Definition video camera Clear-View snapshot camera Wireless microphone Built-in microphone plus covert backseat microphoneCrash sensorDetached Wide Angle Backseat IR Camera (includes 1 - 12ft extension)3yr limited hardware warranty with rapid exhcange 3yr software maintenances with technical support	\$2,958.30	\$2,603.30	\$2,544.14	\$2,544.14
SYSFS-02	FUSION IN-CAR SYSTEM 4.3" touchscreen monitor GPS Smart Power Module (SPM) w/ UPS 64 GB USB pen drive High Definition video camera Clear-View snapshot camera Backseat wide angle IR camera Wireless (WiFi) upload module, 802.11 a/g/n Wireless microphone Built-in microphone plus covert backseat microphone Crash sensor Detached Wide Angle Backseat IR Camera (includes 1 - 12ft extension) 3yr limited hardware warranty with rapid exhcange 3yr software maintenances with technical support	\$2,513.70	\$2,212.06	\$2,161.78	\$2,161.78
SCOPT-10	Radar Integration (Radar type must be confirmed, department must provide cable and or interface components)	\$180.00	\$171.00	\$165.60	\$162.00

SCPKB-DRA-0100	G5 Wireless Microphone Package (Includes: Transmitter, Battery, Lapel Mic, Antenna, Charger, AC/DC Adapters for charger and Leather Holster.)	\$420.00	\$399.00	\$386.40	\$378.00
SCPKE-DRA-0500	G5 10 Microphone Charging Bank	\$890.00	\$845.50	\$818.80	\$801.00
SCFS-01-20	Additional 64 GB USB Pen Drive	\$167.00	\$158.65	\$153.64	\$150.30
SCOPT-FS-02	Additional Cable - for Advanced Install	\$88.00	\$83.60	\$80.96	\$79.20
SCOPT-FS-01	Additional Cable - for Portable Quick Install	\$66.00	\$62.70	\$60.72	\$59.40
SCOPT-FS-04	Optional FUSION wireless Upgrade	\$800.00	\$760.00	\$736.00	\$720.00
SCOPT-FS-03	FUSION Mount (Required for vehicles with Interior Light Bar)	\$100.00	\$95.00	\$92.00	\$90.00
STANDARD EXTENDED HARDWARE WARRANTY					
WARR-E4	EDGE Fourth Year Extended Warranty	\$248.15	\$248.15	\$248.15	\$248.15
WARR-E5	EDGE Fifth Year Extended Warranty	\$441.71	\$441.71	\$441.71	\$441.71
DVMS - SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT					
WLIC-01	COBAN DVMS SOLUTION (Software License with First Year Technical Support)	\$0.00	\$0.00	\$0.00	\$0.00
WMAIN-110	COBAN DVMS SOLUTION ANNUAL RENEWAL (Software Maintenance and Technical Support)	\$125.00	\$125.00	\$125.00	\$125.00
C-CUBE - SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT					
WLIC-26	COBAN C-CUBE SOLUTION (Software License with First Year Technical Support)	\$150.00	\$150.00	\$150.00	\$150.00
WMAIN-123	COBAN C-CUBE SOLUTION ANNUAL RENEWAL (Software Maintenance and Technical Support)	\$150.00	\$150.00	\$150.00	\$150.00
WLIC-24	COBAN C-CUBE EXPRESS (Software License with First Year Technical Support)	\$0.00	\$0.00	\$0.00	\$0.00
WMAIN-124	COBAN C-CUBE EXPRESS FOR FUSION ANNUAL RENEWAL - (Software Maintenance and Technical Support)	\$60.00	\$60.00	\$60.00	\$60.00
IN-CAR INSTALLATION OPTIONS					
LINST-16	INSTALLATION PACKAGE A - EDGE, installation Minimum Charge. Covers up to 4 cars)	\$2,330.00	\$2,213.50	\$2,143.60	\$2,097.00
LINST-10	EDGE Hardware Installation (per vehicle) - COBAN certified personnel to install equipment on site. Can NOT be in conjunction of LSET-19	\$550.00	\$522.50	\$506.00	\$495.00
LINST-08	EDGE (TRANSPORT) Hardware Installation (per vehicle) - COBAN certified personnel to install equipment on site.	\$1,440.00	\$1,368.00	\$1,324.80	\$1,296.00

LINST-09	K-9 Vehicle Hardware Installation (per vehicle) - COBAN certified personnel to install equipment on site.	\$880.00	\$836.00	\$809.60	\$792.00
LINST-15	Quick In-Car Hardware De-installation (per vehicle) - Main components are salvaged, cables and wiring are disposed.	\$200.00	\$190.00	\$184.00	\$180.00
LINST-04	Detailed In-Car Hardware De-installation (per vehicle) - Main components, cables and wiring are salvaged.	\$248.15	\$248.15	\$248.15	\$248.15
SHIPPING					
LFEE-050	Shipping - In-Car Equipment (EDGE)	\$0.00	\$0.00	\$0.00	\$0.00
LFEE-053	Shipping - Fusion	\$25.00	\$25.00	\$25.00	\$25.00
LFEE-054	Shipping - Bodycam or single/double dock for bodycam	\$15.00	\$15.00	\$15.00	\$15.00
LFEE-055	Shipping - Back Office Hardware (Server, Auto DVD, Interview, Jail) Each	\$150.00	\$150.00	\$150.00	\$150.00