

**ADDENDUM**  
**FOR THE QUANTITY PURCHASE AGREEMENT FOR**  
**PROJECT 25 COMPLIANCE ASSESSMENT PROGRAM ("P25 CAP") RADIO**  
**EQUIPMENT, MAINTENANCE, REPAIR, PARTS, AND ACCESSORIES**

**CONTRACT #0000000000000000000029268**

This Addendum is entered into by and between Indiana Department of Administration on behalf of the Integrated Public Safety Commission and all state agencies ("the State") and the entity designated as "the Contractor" below. :

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by the Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document ("this Contract"). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

The parties enter into this Addendum to establish a Quantity Purchase Agreement ("QPA") for the products and services as described herein pursuant to the terms and conditions set out below.

**Definitions:**

- A. The "State" means the State of Indiana executive branch agencies, the judicial branch, the legislative branch, and separately elected statewide officers.
- B. "Other Governmental Entities" means any Indiana county, municipality, municipal corporation, state educational institution, school corporation, city or county hospital, or bodies corporate and politic.

Contractor Name: JVCKENWOOD USA CORPORATION

Contractor Address: 2201 E. Dominguez Street, Long Beach, CA 90810

Title of Form Contract: KENWOOD Warranty on Land Mobile Radios and Accessories, attached and incorporated herein as **Attachment A**.

**1. Form Contract/Duties of Contractor.**

The Contractor or its Authorized Resellers/Dealers will provide Project 700/800 MHz P25 radio equipment, maintenance, repair, parts and accessories for use on the statewide 800 MHz interoperable public safety communications. The scope of products in this contract include P25 compliant base stations, repeaters, mobile radios, portable radios and vehicular repeaters only as set out in more detail below and in all other exhibits and attachments to this contract referenced below and as described and incorporated in Paragraph 34 [Incorporation by Reference]:

The entirety of the Contractor's response to RFI #18-020 being hereby incorporated by reference, even though a complete copy of such Contractor's response to RFI #18-020 is not attached hereto due to its volume and the parties' acknowledgement that each of them has ready access to a complete copy.

The entirety of the State of Indiana RFI #18-020 being hereby incorporated by reference, even though a complete copy of such RFI #18-020 is not attached hereto due to its volume and the parties' acknowledgement that each of them has ready access to a complete copy.

- A. Authorized Reseller/Dealers. The Contractor provides goods and services directly and primarily through Authorized Resellers/Dealers. All orders for the state agencies shall be fulfilled through the Contractor directly while orders for the other governmental entities can be fulfilled through use of authorized resellers/dealers approved by the Integrated Public Safety Commission (IPSC). Each Authorized Reseller/Dealer approved by the State pursuant to this QPA must (i) be registered to do business with the Indiana Secretary of State, and have agreed to accept the terms and conditions of this QPA when accepting an order placed on behalf of the State.
- B. Contractor Oversight of Authorized Resellers/Dealers. The Contractor will work with the State to (1) properly onboard Authorized Resellers/Dealers such that they are fully aware of statewide contract parameters, (2) manage de-certification or off-boarding of Authorized Resellers/Dealers from servicing statewide entities under this contract, and (3) assist in the resolution of any escalated customer issue. The Contractor will track the performance of Authorized Resellers/Dealers to ensure that quality and service levels are maintained and that applicable Contractor certification requirements are met based on specialty of services requested under this QPA. The Contractor will facilitate regular meetings to review QPA progress and Authorized Business Dealer's performance. The Contractor may remove, without approval of the State, or add Authorized Resellers/Dealers, with approval of the State, throughout the life of this QPA. The Contractor should notify the State when changes occur by email to [dcochrane@ipsc.IN.gov](mailto:dcochrane@ipsc.IN.gov), [nocipsc@ipsc.IN.gov](mailto:nocipsc@ipsc.IN.gov), and [mhempel@idoa.IN.gov](mailto:mhempel@idoa.IN.gov).
- C. Goods and Services Provided. The Contractor or its Authorized Resellers/Dealers shall provide the equipment, software, and services set forth in the Form Contract attached and incorporated as **Attachment B [Target Pricing]**.
- a. New products and/or services that meet the scope of the work may be added to the contract on an annual basis. Pricing shall be equivalent to the percentage discount for existing products. Contractor may replace or add product lines to this contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation.
- D. Orders Placement through Authorized Reseller/Dealer. All Authorized Resellers/Dealers are eligible to quote pricing for procurements under this QPA. The Contractor will not, directly or indirectly, restrict any Authorized Reseller's/Dealer's participation or ability to quote pricing under this QPA. An Authorized Reseller/Dealer will not offer less favorable pricing as reflected in the QPA rates described in the Consideration. Any additional incremental discounts or spot pricing, if offered, may be provided in the discretion and as the sole legal obligation of the Authorized Reseller/Dealer. All requests for quotes and purchase orders placed by the State shall reference this QPA.
- E. Authorized Reseller/Dealer Invoicing. Each Authorized Reseller/Dealer may directly receive a purchase order, submit invoices for its own account, and receive payments in its own name. The Contractor shall make no claim against the State or any Other Governmental Entity for any payment dispute between the Contractor and an Authorized Reseller/Dealer.
- F. Other Governmental Entities may purchase from this QPA by the means of a Purchase Order, a Statement of Work, or such other document as is acceptable to the Contractor and the Government Entity.

- G. Training. The Contractor shall conduct comprehensive training to instruct IPSC personnel and twice annually to instruct subscriber personnel in the proper programming of the equipment to ensure correct operation of the equipment.
- H. Technical Support. The Contractor will provide details about and technical support to subscriber entities including, but not limited to field service bulletins, installation and operation manuals, and telephone support for technical inquiries.
- I. Service Level Agreements (SLAs) and Key Metrics. The Contractor shall demonstrate a high level of quality control standards and guarantees of service. The Contractor shall tabulate the actual Metrics outcome outlined in **Attachment C** and present the results periodically as requested by the State.

**2. Term.** This contract shall be effective for a period of three (3) years after the date of the last State signatory.

**3. Consideration.**

- A. The products and/or services quoted shall be for the purchase of products and/or services meeting the specifications requested (products will meet published specification). The discounts and rates listed in Attachment B will be consistent as equipment is updated annually over the contract term. No additional charge may be requested later.
- B. The Contractor or its Authorized Resellers/Dealers will invoice the State or Other Governmental Entity directly for products and/or services for which it received a Purchase Order. All invoices must reference this QPA. The State will not be responsible or financially liable for any orders placed, goods provided, or work performed for any Other Governmental Entity as defined above.
- C. The Contractor will receive no direct financial remuneration from the State for goods and services for the purchases by the State under this QPA made directly with the Authorized Reseller/Dealer, it being understood that the Contractor's remuneration for indirect orders derives from its agreements with its Authorized Resellers/Dealers.

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance
- B. Any provision requiring the State of Indiana to provide indemnity
- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
- H. Any provision modifying the applicable Indiana statute of limitations
- I. Any provision relating to the time within which a claim must be made.
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC § 4-13-2-20
- K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC § 5-14-3. This is a Public Contract and will be posted on the transparency portal as required by IC § 5-14-3.5-2.
- L. Any provision requiring payment in less than 35 days
- M. Any provision providing for automatic renewal
- N. Any provision giving the Form Contract precedence over this Addendum

**4. Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

**5. Assignment; Successors.**

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

**6. Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the Contractor assigns to the State all rights, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

**7. Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

**8. Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

**9. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

**10. Compliance with Laws.**

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

**11. Condition of Payment.** All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

**12. Confidentiality of State Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

**13. Continuity of Services.**

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The

Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

#### **14. Debarment and Suspension.**

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

**15. Default by State.** If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

#### **16. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent



jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

**17. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for



such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**18. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**19. Employment Option.** If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

**20. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**21. Funding Cancellation.** As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**22. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**23. HIPAA Compliance.** If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants

that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

**24. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

**25. Independent Contractor; Workers' Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**26. Indiana Veteran Owned Small Business Enterprise Compliance.** Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's IVOSB Division ("IVOSB Division") and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract:

IVOSB COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
NOT APPLICABLE			

*Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:*

A copy of each subcontractor agreement must be submitted to the IVOSB Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to [IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov), or mailed to IDOA, 402 W. Washington Street, Room W-478, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to [IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report IVOSB certified subcontractor payments directly to the IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

**27. Information Technology Enterprise Architecture Requirements.** If this Contract involves information technology-related products or services, the Contractor agrees that any such products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>. The State may terminate this Contract for default if the terms of this paragraph are breached.

**28. Insurance.**

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Deleted by mutual agreement.
4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.
5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.
6. Surety or Fidelity Bond(s) if required by statute or by the agency.
7. Cyber Liability if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
  4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
  5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

**29. Key Person(s).** Deleted by mutual agreement.

**30. Licensing Standards.** The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

**31. Merger & Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

**32. Minority and Women's Business Enterprises Compliance.**

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by MWBE Compliance and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following MBE/WBE Division ("Division") certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE or WBE PERCENT	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON
NOT APPLICABLE			

*Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:*



A copy of each subcontractor agreement must be submitted to the Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov), or mailed to MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report Division certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of this Contract.

**33. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**34. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:  
Indiana Department of Administration  
Attn: Account Management  
Indiana Government Center South, Room W468  
Indianapolis, IN 46204

With a copy to:

Integrated Public Safety Commission  
Attn: Doug Cochrane  
100 North Senate Avenue, N825  
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

April Peterson  
Manager of National Accounts and Contracts  
Office: (310) 761-8213  
Fax: (310) 761-8246  
E-mail: apeterson@us.jvckenwood.com

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

**35. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Addendum, (2) the Form Contract, (3) attachments prepared by the State, (4) Contractor's response to RFI #18-020, (5) RFI #18-020, and (6) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

**36. Ownership of Documents and Materials.**

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

**37. Payments.**

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

**38. Penalties/Interest/Attorney's Fees.** The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**39. Progress Reports.** The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

**40. Public Record.** The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

**41. Renewal Option.** This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

**42. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**43. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**44. Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**45. Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration (IDOA) and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

**46. Termination for Default**

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and



the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

**47. Travel.** Expenditures made by the Contractor for travel will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular -- Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

**48. Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

**49. Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

**50. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2018 OAG/ IDOA *Professional Services Contract Manual* or the 2018 *SCM Template*) in any way except as follows:

- #1 Form Contract/Duties of Contractor – updated
- #2 Term – updated
- #3 Consideration – updated
- #28 Insurance - modified
- #29 Key Person(s) – deleted
- #34 Notice to Parties – updated
- #35 Order of Precedence; Incorporation by Reference – modified

### Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

### Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

[https://hr.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP\\_GUEST](https://hr.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST)

**In Witness Whereof**, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

JVCKENWOOD USA CORPORATION

Indiana Department of Administration

By:   
Mark Jasin  
Title: Executive Vice President &  
General Manager

By:

Title:

Date: January 21, 2019

Date:

Electronically Approved by: Indiana Office of Technology  By: _____ (for) Deward Neely, Chief Information Officer <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved by: Department of Administration  By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>
Electronically Approved by: State Budget Agency  By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General  By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

# ATTACHMENT A

## KENWOOD

### WARRANTY ON LAND MOBILE RADIOS AND ACCESSORIES

JVC Kenwood USA Corporation ("KENWOOD") warrants its Land Mobile Radios and accessories purchased from an authorized KENWOOD dealer in the United States (the "Products") as follows:

#### WHAT IS COVERED AND WHAT IS EXCLUDED

Except as specified below, Products will be free from defects in material and workmanship under normal use and service for the time specified below. The following are not covered by this Warranty:

1. Damage, defects, deterioration or failure resulting from:
  - A. Accident, misuse, negligence, abuse, neglect, improper handling, product modification or failure to follow instructions contained in your Owners Manual.
  - B. Improper or unauthorized testing, operation, alteration, disassembly, modification, adjustment or repairs.
  - C. Exposure to fire, water, excessive moisture, dampness, extreme changes in climate or temperature or other acts which are not the fault of KENWOOD and which the Product is not specified to tolerate.
  - D. Repair or attempted repair by anyone not authorized by KENWOOD.
  - E. Installation of parts or accessories that do not conform to the quality or specifications of the original parts or accessories.
  - F. Installation of the Product in, or removal of the Product from, the vehicle or other site of its use.
  - G. Use of a Product in conjunction with hardware or software electrically or mechanically incompatible with such Product.
  - H. Use of a Product in conjunction with accessories or ancillary equipment not supplied by KENWOOD.
  - I. Normal and customary wear and tear.
2. Damage, defects, deterioration, failure or loss occurring during shipment (claims must be presented to the carrier).
3. Any unit which is not new when sold to the first end user or upon which the serial number has been defaced, modified or removed.
4. Damage, defects, deterioration or failure of antennas unless caused directly by defects in material and workmanship.
5. Damage, defects, deterioration or failure of rechargeable batteries if any of the seals on the battery enclosure or cells are broken or show evidence of tampering or if caused by use of the batteries in equipment or service other than in conjunction with the Product for which it is specified.

USE OF THE PRODUCT WITH ACCESSORIES OR OTHER EQUIPMENT NOT SUPPLIED BY KENWOOD OR OTHERWISE NOT EXPRESSLY AUTHORIZED BY KENWOOD MAY BE DANGEROUS AND WILL VOID THE PRODUCT WARRANTY. ALL SUCH ACCESSORIES AND ANCILLARY EQUIPMENT ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY. BECAUSE EACH SYSTEM THAT MAY INCORPORATE A PRODUCT IS UNIQUE, KENWOOD DISCLAIMS ANY LIABILITY OR WARRANTY COVERAGE FOR OR WITH RESPECT TO RANGE, COVERAGE OR OPERATION OF THE SYSTEM AS A WHOLE.

#### HOW LONG IS THE WARRANTY

This Warranty will remain in effect for two (2) years for portables, mobiles and repeaters (except models NX-xxxx, TK-x180 TK-5x10G and TK-5x20 Series which have a three (3) year warranty). One (1) year for accessories including rechargeable batteries. Warranty is measured from date of purchase by the end user.

#### WHO IS PROTECTED

This Warranty is enforceable only by the first end user. Transfer or resale of a Product will automatically terminate warranty coverage with respect to that Product. This Warranty is not transferable to any third party, including but not limited to any subsequent purchaser or owner of the Product.

#### WHAT WE WILL DO AND HOW TO OBTAIN WARRANTY SERVICE

KENWOOD will, at its sole absolute discretion, either repair or replace a Product with a new or a rebuilt unit (which unit may include new and/or reconditioned parts) if found by KENWOOD to be defective in material and workmanship. If KENWOOD determines that it is unable to repair or replace such Product, KENWOOD shall refund the purchase price for such Product. The foregoing is subject to your returning the defective Product to an authorized KENWOOD Land Mobile dealer or authorized service center within the Warranty period, accompanied by a sales receipt or other evidence of the date of purchase. If it is necessary to ship the Product for Warranty service, you are responsible for the initial shipping charges, but KENWOOD will pay the return shipping charges if the Product is repaired or replaced under Warranty. You are responsible for any charges incurred in removing the Product from the vehicle or other site of use and for reinstallation of the repaired or replaced Product. All replaced Products or parts and Products or parts for which a refund has been given will become the property of KENWOOD.

#### EXCLUSION OF OTHER WARRANTIES AND DAMAGES

Unless considered unlawful or unenforceable under applicable law:

- A. THIS IS THE COMPLETE WARRANTY GIVEN BY KENWOOD AND IT IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. KENWOOD ASSUMES NO OBLIGATIONS OR LIABILITY FOR ADDITIONS OR MODIFICATIONS TO THIS WARRANTY. ALL IMPLIED WARRANTIES WITH RESPECT TO PRODUCTS, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.
- B. KENWOOD'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT, AT KENWOOD'S OPTION, OF ANY DEFECTIVE PRODUCT, AND SHALL NOT INCLUDE DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, SPECIAL, GENERAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR LOSS OF PROFITS OR SAVINGS OR ANTICIPATED PROFITS OR SAVINGS.

This Warranty is enforceable only in the United States of America and governed by the laws of the State of California.

If a problem develops during or after the Warranty Period, or if you have any questions regarding the operation of the product, you should contact your KENWOOD Authorized Dealer or Authorized Service Center. If the problem or your question is not handled to your satisfaction, please contact our Customer Relations Department at (310) 639-4200

JVC KENWOOD USA CORPORATION  
PO BOX 22745  
2201 East Dominguez Street  
Long Beach, CA 90801-5745 U.S.A.

# KENWOOD

## LIMITED WARRANTY ON SYSTEMS, SYSTEM COMPONENTS AND SERVICES

JVCKenwood USA Corporation ("KENWOOD") warrants its Systems and System Components, including but not limited to, repeaters, controllers, power amplifiers, power supplies, power distribution panels, combiners, receiver multi-couplers, antenna systems, reinforced antenna systems, control stations, consoles as follows:

### HOW LONG IS THE WARRANTY

The Limited Warranty will remain in effect based on the following table, measured from the date of system acceptance on KENWOOD system contracts or date of invoice for standard systems and components.

PRODUCT CATEGORY	WARRANTY PERIOD
Kenwood Labeled System Components and Kenwood Integrated Complete Systems.....	2 Years
Non-Kenwood System Components.....	2 Years
Portable Handheld Radios, Mobile Radios and Land Mobile Accessories.....	See KENWOOD Land Mobile Radio Warranty
Systems Services (Including Engineering, Installation, & Programming).....	90 Days

### WHO IS PROTECTED

This Warranty is enforceable only by the first end user ("Buyer").

### PRODUCT WARRANTY

Except as specified below, this Warranty covers all defects in materials and workmanship in KENWOOD Systems and System Components. The following are not covered by the Warranty:

- Damage, deterioration or failure resulting from:
  - Accident, misuse, abuse, neglect, product modification or failure to follow instructions contained in the Owner's and Operations Manuals.
  - Repair or attempted repair by anyone not authorized by KENWOOD.
  - Installation of parts or accessories that do not conform to the quality or specifications of the original parts or accessories.
  - Improper installation of the product in or improper removal of the product from any location.
  - Environmental conditions which adversely affect systems/product performance, including but not limited to temperature, water, excessive moisture, power surges, lightning, electro-static discharge, acts of God or other casualties which are not the fault of KENWOOD and which the Product is not specified to tolerate.
  - Battery leakage, water, or other elements.
  - Failure due to the use of a Product in conjunction with hardware or software electrically or mechanically incompatible with such Product.
  - Failure due to the use of a Product in conjunction with accessories or ancillary equipment not supplied by KENWOOD.
  - Normal and customary wear and tear.
- Damage or loss occurring during shipment (claims must be presented to the carrier).
- Any product, which is not new when sold to the first end user unless otherwise specified at time of sale.
- Any product, upon which the serial number has been defaced, modified or removed.

### USE OF PRODUCT WITH NON-KENWOOD SUPPLIED EQUIPMENT AND ACCESSORIES

USE OF THE PRODUCT WITH ACCESSORIES OR OTHER EQUIPMENT NOT SUPPLIED BY KENWOOD OR OTHERWISE NOT EXPRESSLY AUTHORIZED BY KENWOOD MAY BE DANGEROUS AND WILL VOID THE PRODUCT WARRANTY. ALL SUCH ACCESSORIES AND ANCILLARY EQUIPMENT ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY. BECAUSE EACH SYSTEM THAT MAY INCORPORATE A PRODUCT IS UNIQUE, KENWOOD DISCLAIMS ANY LIABILITY OR WARRANTY COVERAGE FOR OR WITH RESPECT TO RANGE, COVERAGE OR OPERATION OF THE SYSTEM AS A WHOLE.

### WORKMANSHIP WARRANTY

KENWOOD warrants the Services performed by KENWOOD to be free from defects in workmanship for ninety (90) days from System Acceptance. KENWOOD's obligation and Buyer's remedy under this warranty for Services is limited to the correction of the defective Services. Such obligation and remedy are conditional upon the defect not being the result of mishandling, abuse, misuse, or improper maintenance by Buyer, or other causes not attributable to KENWOOD. The correction of defective Services shall be warranted for a period of thirty (30) days or the remainder of the original warranty period, whichever is longer.

### WHAT WE WILL PAY FOR AND WHAT YOU MUST PAY FOR

KENWOOD will pay all labor and material expenses for items covered by this Warranty at KENWOOD's location in Suwanee, GA. or at one of the KENWOOD Authorized Service Centers. Contact the phone numbers below to determine where your product must be shipped (it depends on the product to be repaired as to where it is sent). If it is necessary to ship the product for Warranty service, you, the Buyer, are responsible for the initial shipping charges, but we will pay the return shipping charges at ground rates if the product is repaired or replaced under Warranty. The Buyer will pay any express return shipping costs. Unless KENWOOD has installed the system under contract, you are responsible for any charges incurred in diagnosing the problem, removing the product from the rack, cabinet, vehicle, or other site of use and for reinstallation of the repaired or replaced product.

### HOW TO OBTAIN WARRANTY SERVICE

Before sending any units for warranty work please call one of the phone numbers below to find out where your unit must be sent. KENWOOD in Suwanee, GA. or an authorized service center (depending on the product) must service your KENWOOD System or System Component. KENWOOD Systems customer service staff is available between 8:30 a.m. and 5:00 p.m., Monday through Friday Eastern Time. If you have difficulty in obtaining service, please write or telephone KENWOOD Systems at the address and phone numbers below.

### EXCLUSION OF IMPLIED WARRANTIES AND DAMAGES

Unless considered unlawful or unenforceable under applicable law:

- ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO KENWOOD SYSTEMS AND SYSTEM COMPONENTS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.
- KCC'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT, AT KCC'S OPTION, OF ANY DEFECTIVE PRODUCT, AND SHALL NOT INCLUDE DAMAGES OF ANY KIND, WHETHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR OTHERWISE.

This Warranty is enforceable only in the United States of America.

JVCKenwood USA Corporation 3970 Johns Creek Court Ste 100, Suwanee GA. 30024 (678) 474-4700



# ATTACHMENT B

## State of Indiana Request for Information 18-020 Target Pricing

Pricing Structure	Contract Element	JVCKenwood Original Pricing		JVCKenwood Updated Proposed Price			
		P25 Compliant Mobile/Portable	Target Pricing	P25 Compliant Base Stations/Consolettes	P25 Compliant Repeaters	P25 Compliant Mobile	P25 Compliant Portable
Minimum Discount Off Manufacturer List Price (%)	Minimum discount for radios/equipment	30.00%	BAFO			30.00%	30.00%
	Minimum discount for parts	30.00%	BAFO			30.00%	30.00%
	Minimum discount for accessories	30.00%	BAFO			30.00%	30.00%
	One-year depot warranty	All JVCKENWOOD USA Corporation Mobile Radios come standard with a 3 year depot warranty. No additional discounts are needed	BAFO			All JVCKENWOOD USA Corporation Mobile Radios come standard with a 3 year depot warranty. No additional discounts are needed	All JVCKENWOOD USA Corporation Mobile Radios come standard with a 3 year depot warranty. No additional discounts are needed
	One-year on-site repair warranty	6.58% Mobile, 9.17% Portable	BAFO			6.58% Mobile, 9.17% Portable	6.58% Mobile, 9.17% Portable
	Two-year depot warranty	All JVCKENWOOD USA Corporation Mobile Radios come standard with a 3 year depot warranty. No additional discounts are needed	BAFO			All JVCKENWOOD USA Corporation Mobile Radios come standard with a 3 year depot warranty. No additional discounts are needed	All JVCKENWOOD USA Corporation Mobile Radios come standard with a 3 year depot warranty. No additional discounts are needed
	Two-year on-site repair warranty	13.16% Mobile, 18.34% Portable	BAFO			13.16% Mobile, 18.34% Portable	13.16% Mobile, 18.34% Portable
	Three-year depot warranty	All JVCKENWOOD USA Corporation Mobile Radios come standard with a 3 year depot warranty. No additional discounts are needed	BAFO			All JVCKENWOOD USA Corporation Mobile Radios come standard with a 3 year depot warranty. No additional discounts are needed	All JVCKENWOOD USA Corporation Mobile Radios come standard with a 3 year depot warranty. No additional discounts are needed
	Three-year on-site repair warranty	19.74% Mobile, 27.51% Portable	BAFO			19.74% Mobile, 27.51% Portable	19.74% Mobile, 27.51% Portable
	User training at State premises (any location in Indiana)	JVCKenwood USA's online training is free to registered equipment users	\$60.80			JVCKenwood USA's online training is free to registered equipment users	\$225.00
All-Inclusive Hourly Rate (\$ per Hour)	User training at Respondent's location	JVCKenwood USA's online training is free to registered equipment users	N/A			JVCKenwood USA's online training is free to registered equipment users	N/A
	Online user training (hourly rate per State participant)	\$484.50	\$109.25			\$484.50	\$484.50
	Emergency maintenance or repair work performed on State premises (any location in Indiana)	\$115.00	\$91.23			\$165.00	\$165.00
	Emergency maintenance or repair work performed at Respondent's location	\$115.00	\$91.23			\$323.00	\$323.00
	Non-emergency maintenance or repair work performed on State premises (any location in Indiana)	\$110.00	\$80.75			\$110.00	\$110.00
	Non-emergency maintenance or repair work performed at Respondent's location	\$115.00	\$80.75			\$338.00	\$338.00
	Assembly/Installation work performed on State premises (any location in Indiana)	\$115.00	\$80.75			\$225.00	\$225.00
	Assembly/Installation work performed at Respondent's location	\$115.00	\$80.75			\$125.00	\$125.00

## **Attachment C**

### **Service Levels Agreements and Key Performance Metrics**

#### **Metric #1: Equipment Repair Turnaround Time**

- A. The Contractor shall test, repair equipment to meet original factory specifications, including providing hardware repair coverage for chemical, liquid, and other physical damage, and ship equipment back to the customer within five business days of receipt. The Contractor shall also upgrade all Firmware to the latest version when equipment is submitted for repair. The Contractor shall cover the cost of both outbound and inbound shipment if the customer uses the delivery service of the Contractor's choosing. The Contractor shall track the repair completion through either an online system or service management staff at the repair facilities.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of delivery from the date of product receipt to the date of product shipment to the customer.
  - Performance Standard: By Five Business Days
- C. The Target: By Three Business Days

#### **Metric #2: Order Entry**

- A. The Contractor shall vet requested products, ensure pricing is correct, and enter customer orders into the Contractor's online system within 24 hours of receipt.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of time from the receipt of an order to the entry of the order into the Contractor's online system.
  - Performance Standard: Less Than 24 Hours
- C. The Target: Less Than Two Hours

#### **Metric #3: Order Fulfillment (In-Stock Items)**

- A. The Contractor shall ship an in-stock order within three business days of order entry. The Contractor shall track order fulfillment in the Contractor's online system.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of delivery from the date of order entry to the date of product shipment to the customer.
  - Performance Standard: By Three Business Days
- C. The Target: By Two Business Days

#### **Metric #4: Early Life Failure of Equipment**

- A. The Contractor shall commit to a less than two percent return of equipment due to failure during the standard warranty period.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of units returned divided by units sold while under warranty.
  - Performance Standard: Less Than 2%

- C. The Target: Less Than 2%

**Metric #5: Equipment End-of-Life Notification**

- A. The Contractor shall notify, through email, customers 12 months before the equipment end-of-life (EOL).
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of notifications received by customers 12 months before EOL divided by all EOL notifications received by customers.
  - Performance Standard: 98%
- C. The Target: 100%

**Metric #6: Complaint Resolution**

- A. The Contractor shall respond to all complaints, including billing complaints, within 48 hours of complaint file. The Contractor shall pull the order in the online system, review the information in question, and take appropriate action (e.g., apply a credit to the customer's account).
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of time from the receipt of a complaint to the entry of a discrepancy resolution into the Contractor's online system.
  - Performance Standard: Less Than 48 Hours
- C. The Target: Less Than 24 Hours

**Metric #7: Sales Reporting**

- A. The Contractor shall prepare reports detailing the sales of subscriber equipment to all agencies and local government entities throughout the State during a 90-day period and submit these reports through email by 15 days following the close of the quarter.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of time from the end of the quarter to the emailing of reports to all customer agencies and local government entities.
  - Performance Standard: By 15 Business Days After the Close of the Quarter
- C. The Target: By 10 Business Days After the Close of the Quarter

**Metric #8: Firmware Updates**

- A. The Contractor shall notify, through email, all agencies and local government entities throughout the State of any updates, technical reports, or related documents available for download from the Contractor's company website by 15 business days following public release.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of time from a Firmware update being uploaded on the Contractor's website to the informational email being sent to all agencies and local government entities.
  - Performance Standard: By 15 Business Days After Public Release
- C. The Target: By 10 Business Days After Public Release



**Metric #9: Radio Equipment Enhancements/Product Announcements**

- A. The Contractor shall notify, through email, all agencies and local government entities throughout the State of any radio equipment enhancements or product announcements by 15 business days following public release.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of time from a product enhancement or announcement being publicly released to the informational email being sent to all agencies and local government entities.
  - Performance Standard: By 15 Business Days After Public Release
- C. The Target: By 10 Business Days After Public Release

Electronic Approval History				
	User ID	Approver Name	Datetime	Description
1	M292915	Kent,Matthew	01/24/2019 9:20:31AM	Agency Fiscal Approval
2	F318529	Baker, Frank	01/31/2019 5:27:28PM	IOT Approval
3	J210634	Snethen, John D	02/05/2019 3:27:19PM	IDOA Legal Approval
4	M338303	Wolf, Matthew	02/08/2019 10:42:20AM	SBA Approval
5	O277119	Egunyomi, Olusola	02/12/2019 11:28:10AM	SBA Approval
6	M338811	Skarbeck, Molly H	02/12/2019 12:41:19PM	Attorney General Approval
7	S210690	Gard, Susan W	02/12/2019 5:59:45PM	Attorney General Approval