

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19**  
**Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT  
Mitel Networks, Inc  
Master Agreement No: AR627  
(hereinafter "Contractor")

And

State of Montana  
(hereinafter "Participating State/Entity")

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1. Scope: This addendum covers the Data Communications Products and Services 14-19 contracts led by the State of Utah for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

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/entity** 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. Excluded from the use of this participating addendum: all executive branch agencies of the State of Montana and Montana State Fund. Executive branch agencies are listed in Attachment A.

**COOPERATIVE PURCHASING.** Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to State Procurement Bureau prior to the award of this Contract, the prices, terms, and conditions of this Contract will be offered to these public procurement units. However, State Procurement Bureau makes no guarantee of any public procurement unit participation in this Contract.

3. Participating State Modifications or Additions to Master Agreement:  
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

**ACCESS AND RETENTION OF RECORDS:** Contractor agrees to provide the Participating State, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of five years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the Participating State or third party.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section

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18-4-141, MCA.) Notwithstanding the foregoing, Contractor shall have the right to assign this Contract to an affiliate, or to any third party in connection with the transfer of all or substantially all of the assets of the business unit relating to this Contract, or the sale or transfer of the voting stock or shares of Contractor resulting in a change in its effective control.

**COMPLIANCE WITH LAWS:** Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.l. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

**HOLD HARMLESS/INDEMNIFICATION:** Contractor agrees to protect, defend, and save the Participating State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the Participating State, under this agreement.

**NON-COMPLINACE WITH DEPARTMENT OF ADMINISTRATION REQUIREMENTS:** Contractor is notified that, under the provisions of 2-17-514, MCA, the Participating State retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

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**NON-EXCLUSIVE CONTRACT:** The intent of this Contract is to provide state agencies with an expedited means of procuring supplies and/or services. This Contract is for the convenience of state agencies and is considered by Participating State to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the Contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. Participating State does not guarantee any usage.

**REDUCTION OF FUNDING:** Participating State must by law terminate this Contract if funds are not appropriated or otherwise made available to support Participating State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, Participating State shall terminate this Contract as required by law. Participating State shall provide Contractor the date Participating State's termination shall take effect. Participating State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, Participating State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date Participating State's termination takes effect. This is Contractor's sole remedy. Participating State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**TAX EXEMPTION:** State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

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**STATE OF MONTANA ADMINISTRATIVE FEE:** The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described below. The Administrative Fee must be submitted by ACH along with email notification to the State of Montana Contracts Officer. This Administrative Fee is effective upon execution of this Participating Addendum.

**REQUIRED REPORTING:** Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 30 days after the end of the quarter.

- First Quarter: July 1 through September 30
- Second Quarter: October 1 through December 31
- Third Quarter: January 1 through March 31
- Fourth Quarter: April 1 through June 30

To the extent of a conflict in the terms between the WSCA-NASPO Master Agreement and this Participating Addendum, the following descending order of precedence shall apply:

1. Participating Addendum "Statutory Requirements"
2. Participating Addendum (remainder of addendum)
3. WSCA Master Agreement

4. Lease Agreements: Leasing will not be used under this Participating Addendum.

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

**Contractor**

Name	Edward Bowen
Address	1146 N. Alma School Road, Mesa, AZ 85201
Telephone	(512)551-7132

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Fax	(480) 961-1370
E-mail	edward.bowen@mitel.com

Participating Entity

Name	Tia Snyder
Address	125 North Roberts St., Room 165, Helena, MT 59601
Telephone	406-444-3315
Fax	
E-mail	<a href="mailto:tsnyder@mt.gov">tsnyder@mt.gov</a>

6. Subcontractors: All Mitel Business Systems, Inc. dealers and resellers authorized in the State of Montana, as shown on the dedicated NASPO ValuePoint. (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Price Agreement. The Mitel Business Systems, Inc. dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: 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 unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

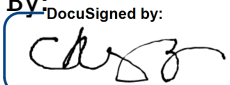



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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

<b>Participating State:</b>	<b>Contractor:</b>
<b>By:</b> DocuSigned by: 	<b>By: ShoreTel, Inc.</b> DocuSigned by: 
<b>Name:</b> Cheryl Grey	<b>Name:</b> Terri Thomas
<b>Title:</b> SFSD Administrator	<b>Title:</b> Sr. Director Channel Enablement
<b>Date:</b> 5/16/2019	<b>Date:</b> 5/16/2019
<b>Approved as to Legal Content:</b> DocuSigned by: 	
<b>Date:</b> 5/15/2019	
<b>Chief Information Officer:</b> DocuSigned by: 	
<b>Date:</b> 5/15/2019	

For questions on executing a participating addendum, please contact:

NASPO ValuePoint:

Cooperative Development Coordinator	Shannon Berry
Telephone	775-720-3404
E-mail	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

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ATTACHMENT A  
EXECUTIVE BRANCH AGENCIES

Department of Administration  
Department of Agriculture  
Board of Public Education  
Department of Commerce  
Department of Corrections  
Deaf and Blind, School for  
Department of Environmental Quality  
Department of Fish, Wildlife and Parks  
Governor's Office  
Historical Society  
Department of Justice  
Department of Labor and Industry  
Department of Livestock  
Department of Military Affairs  
Montana Arts Council  
Department of Natural Resources and Conservation  
Commissioner of Political Practices  
Department of Public Health and Human Services  
Public Service Commission  
Department of Revenue  
Secretary of State  
State Auditor  
State Library  
Department of Transportation