

PARTICIPATING ADDENDUM
(hereinafter "Addendum")
For
NASPO VALUEPOINT DATA COMMUNICATIONS PRODUCTS & SERVICES
MASTER AGREEMENT NO. AR3189
(hereinafter "Master Agreement")
Between
Cradlepoint, Inc.
(hereinafter "Contractor")
and
State of Hawaii
(hereinafter "Participating State")

State of Hawaii, State Procurement Office (SPO) Price List Contract No. 20-11

This Addendum will add the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number AR3189 with Cradlepoint, Inc.

1. Scope:

This addendum covers NASPO ValuePoint Data Communications Products & Services lead by the State of Utah for use by state agencies and other entities located in the Participating State authorized by the state's statutes to utilize state contracts.

2. Participation:

All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.

3. Order of Precedence:

- A. A Participating Entity's Participating Addendum;
- B. NASPO ValuePoint Master Agreement Terms & Conditions;
- C. A Statement of Work, including a Service level Agreement contained within the Statement of Work;
- D. The Solicitation, and
- E. The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

4. Changes:

A. Usage Reports. Contractor shall submit a quarterly gross sales report (including zero dollar sales) in EXCEL to the contact person listed in the Participating Addendum, Paragraph 6 (or as amended) in accordance with the following schedule (or as requested):

	Date Range	Due no later than
Fiscal Year, Quarter 1	July 1 – September 30	October 31
Fiscal Year, Quarter 2	October 1 – December 31	January 31
Fiscal Year, Quarter 3	January 1 – March 31	April 30
Fiscal Year, Quarter 4	April 1 – June 30	July 31

Emailed to: State Procurement Office
 Email Address: matthew.m.chow@hawaii.gov
 Subject: PL 20-11 – Sales Report for Cradlepoint, Inc.

The State reserves the right to audit the summary sales report for accuracy.

Failure of the Contractor to submit the summary sales reports as required may result in the termination of the contract.

The report shall identify each transaction and include the following information:

Department/Agency Name	Unit of Measure
Date of Purchase	Item No. Part Number (if applicable)
Product/Service Description	MSRP List Price
Quantity	NASPO ValuePoint Contract Price

The quarterly report shall also include any adjustment from prior periods (i.e. exchanges and/or return).

- B. The validity of this Addendum, any of its terms or provisions, as well as the right and duties of the parties in this Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General’s General Conditions, which is made a part of this Addendum, can be found at <https://spo.hawaii.gov/wp-content/uploads/2017/12/AG-008-103D-1.pdf>. Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.
- C. Inspection of Facilities. Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.
- D. Campaign Contributions. The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.
- E. Purchases by State of Hawaii government entities under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.
- F. The State of Hawaii’s purchasing card (pCard) is required to be used by the State’s executive departments/agencies (excluding the Department of Education, the

Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.

Contractor(s) shall forward original invoice(s), directly to the ordering agency. General excise tax shall not be applied to the delivery charge.

Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

- G. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.
1. Chapter 237, General Excise Tax Law;
 2. Chapter 383, Hawaii Employment Security Law;
 3. Chapter 386, Workers' Compensation;
 4. Chapter 392, Temporary Disability Insurance;
 5. Chapter 393, Prepaid Health Care Act; and

A Certificate of Good Standing is required for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

Alternatively, Contractors not utilizing HCE to demonstrate compliance shall provide paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. All applications for applicable clearances are the responsibility of the Contractor.

HRS Chapter 237 tax clearance requirement. Pursuant to Section 103D-328, HRS, Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements. Pursuant to Section 103D-310(c) Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

I. Insurance

The following language shall be added to Pg 17 of 63 of the Master Agreement, 28 Insurance:

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.

It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

J. Shipping and Delivery

(1) The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

(2) All deliveries will be delivery to Order "ship to location" which may be a loading dock, front lobby, or reception area, unless otherwise agreed specific delivery instructions are noted on the order form or Purchase Order. In the event insider delivery is agreed upon in the Order, any damage to the building interior, scratched walls, damage to the freight elevator, etc., directly cause by Contractor will be the responsibility of the Contractor. If such

damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

- (3) All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

5. Lease Agreements:

Leasing is authorized by this Addendum.

Rental and Financing options include but not limited to lump sum payment, installment sale, rental and the option to lease any Data Communications hardware, supplies and materials.

6. Primary Contact:

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

Participating State	
Name:	Matthew Chow
Address:	State Procurement Office 1151 Punchbowl Street, Room 416 Honolulu, HI 96813
Telephone:	(808) 586-0577
Fax:	(808) 586-0570
E-Mail:	matthew.m.chow@hawaii.gov

Contractor	
Name:	Stephanie Wildman, CPPB
Address:	1111 W. Jefferson St., Suite 400 Boise, Idaho 83702
Telephone:	(208) 493-5040
Fax:	
E-Mail:	Stephanie.Wildman@cradlepoint.com

7. Fulfillment Partner:

Fulfillment Partners are allowed under this Addendum.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of the Master Agreement including but not limited to providing Services under the Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as

necessary at any time during the contract term. Fulfillment Partner has no authority to amend the Master Agreement or to bind Contractor to any additional terms and conditions.

The Contractor shall notify the Participating State by email to add, remove and update information for all fulfillment partners.

8. Purchase Order and Payment Instructions:

All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number: SPO Price List Contract No. 20-11 and the NASPO ValuePoint Master Agreement Number AR3189.

- Purchase Orders and Payments shall be made to Cradlepoint, Inc. or authorized fulfillment partners if any.

9. Participating Entity as Individual Customer:

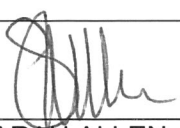
Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

10. Entire Contract:

This Addendum, the State of Hawaii's Attorney General's General Conditions, and Master Agreement, set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations or agreements whether, oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, the State of Hawaii's Attorney General's General Conditions, and Master Agreement that are included in any purchase order or another document shall be void. The terms and conditions of this Addendum, the State of Hawaii's Attorney General's General Conditions, and Master Agreement, shall govern in the case of any such inconsistent, contrary, or additional terms.

IN VIEW OF THE ABOVE, the parties execute this Addendum by their signatures, on the dates below.

Participating State: STATE OF HAWAII	Contractor: CRADLEPOINT, INC.
Signature: 	Signature: 
Name: SARAH ALLEN	Name: VALERIE HEUSINKVELD
Title: Administrator, SPO	Title: Chief Financial Officer
Date: 12/16/19	Date: 11-26-19

APPROVED AS TO FORM:



Deputy Attorney General



DEPARTMENT OF THE ATTORNEY GENERAL
STATE OF HAWAII - Administration Division

425 Queen Street, Honolulu, Hawaii 96813

Telephone: (808) 586-0618

Fax: (808) 586-1372

DAVID Y. IGE
GOVERNOR OF HAWAII

CLARE E. CONNORS
ATTORNEY GENERAL

DANA O. VIOLA
FIRST DEPUTY ATTORNEY GENERAL

December 11, 2019

TRANSMITTAL LETTER:

TO: Bonnie Kahakui, Procurement Officer
State Procurement Office
P. O. Box 119, Honolulu, HI 96810

FROM: Jorgina Da Silva
Legal Clerk for Stella Kam, Deputy Attorney General

RE: Review of Contract (Cradlepoint, Inc.)

AMOUNT

DESCRIPTION

1 signed copy	PARTICIPATING ADDENDUM FOR NASPO VALUEPOINT DATA COMMUNICATIONS PRODUCTS & SERVICES MASTER AGREEMENT NO. AR3189 BETWEEN CRADLEPOINT, INC. AND STATE OF HAWAII; SK18001; SPO PRICE LIST CONTRACT NO. 20-11
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TRANSMITTED FOR:

<input checked="" type="checkbox"/> Your Information & Files	<input type="checkbox"/> Your Approval	<input type="checkbox"/> Per Our Conversation
<input type="checkbox"/> Your Signature & Return	<input checked="" type="checkbox"/> Your Appropriate Action	<input type="checkbox"/> Per Your Request
<input type="checkbox"/> Your Signature & Forwarding As Indicated Below	<input type="checkbox"/> Your Review & Comments	<input checked="" type="checkbox"/> See Remarks Below

REMARKS:

Approved as to form by Stella Kam, Deputy Attorney General. Please call us if you have any questions 586-0618.

Matter No. 19-23387

Uas
C
M
S
W

DAVID Y. IGE
GOVERNOR



SARAH ALLEN
ADMINISTRATOR
BONNIE KAHAKUI
ASSISTANT ADMINISTRATOR

STATE OF HAWAII
STATE PROCUREMENT OFFICE
P.O. Box 119
Honolulu, Hawaii 96810-0119
Tel: (808) 586-0554
email: state.procurement.office@hawaii.gov
<http://spo.hawaii.gov>
Twitter: [@hawaiispo](https://twitter.com/hawaiispo)

December 2, 2019

SPO 20-126

TO: Ms. Stella Kam, Deputy Attorney General
Department of the Attorney General

FROM: Bonnie Kahakui, Procurement Officer *Bonnie A. Kahakui*

SUBJECT: Review of Contract for Approval as to Form
RFP Solicitation Number SK18001
Master Agreement Number AR3189
NASPO ValuePoint Data Communications Products & Services

RECEIVED
STATE OF HAWAII
ATTORNEY GENERAL
2019 DEC - 3 P 6:07
ADMINISTRATION
DIVISION

Contract with the following Contractor(s) for your approval:

- Cradlepoint, Inc
- Reviewed with No Changes
- Reviewed with Changes (as noted)

Please sign the applicable agreement page to acknowledge approval as to form.

If you have any questions, please contact Matthew Chow at (808) 586-0577 or matthew.m.chow@hawaii.gov.

Attachment

19-23387

STATE PROCUREMENT OFFICE

INTERNAL ROUTE SLIP

Date: 12/12/19

TO	DESTINATION	FROM	NAME	INITIAL	DATE
3	Administrator		Sarah		
	Secretary				
	Management Analyst				
2	Assistant Administrator		Bonnie	<i>BA</i>	12/13
	Secretary				
	Clerical Staff				
	eProcurement Supervisor				
	Purchasing Specialists				
	Policy & Compliance Supervisor				
	Purchasing Specialists				
	Purchasing Supervisor				
	Purchasing Specialist				
1	Purchasing Specialist	X	Matt	<i>MC</i>	12/12
	Health & Human Services Mgr.				
	Contract Specialist				
	Inventory Mgt. Supervisor				
	Staff				
	Surplus Property Supervisor				
	Staff				

From: Donn Tsuruda-Kashiwabara, Supervisor

To: _____ Date: _____

Comments:

From: Bonnie Kahakui, Asst. Adm

To: _____ Date: _____

Comments:

From: Sarah Allen, Administrator

To: _____ Date: _____

Comments:

PLEASE:

- See Me/Let's Meet
- Appropriate Action
- Draft Reply
- Review & Comment
- Circulate
- Return for File

FOR YOUR:

- Approval
- Signature/Initial
- Information
- File
- Concurrent
- Recommendation

SUBJECT: SPO PL 20-11 NASPO ValuePoint Data Communications – PA for Cradlepoint, Inc.

Location: Y:\SPO-cp\Prclist\FY2020\20-11 NASPO VP Data Communications\Cradlepoint Inc

There are two NASPO contracts for Data Communications both from the lead State of Utah:

- Data Communications, 2019-2026 (SPO Price List 20-11)
- Data Communications Products and Services, 2014-2020 (SPO Price List 15-04)

The lead State confirmed that Data Communications Products and Services, 2014-2020 (SPO Price List 15-04) will not be extended after 05/31/20.

Please review the attached.