CONTRACT

State of Vermont

Dept of Buildings & General Svcs
Purchasing & Contract Admin
Drawer 33
1078 US Rte 2 - Middlesex
Montpelier VT 05633-7601
USA

Vendor ID 0000003536
Clark Communication Electronics
18 Landfill Rd
Milton VT 05468
USA

Phone #: 802-893-7078

Contract ID		Page
00000000000000000000011533		1 of 2
Contract Dates	**Origin**	
05/15/2007 to 05/15/2009	CPS	
Description:	**Contract Maximum**	
CPS - KENWOOD RADIO EQUIPMENT	$999,999,999,999.00	
Buyer Name / **Buyer Phone**	**Contract Status**	
McIntyre,John	Approved	

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		KENWOOD LAND MOBILE RADIO EQUIPMENT.	EA	0.01000	0.00	0.00

PRICING: A 25% DISCOUNT FROM CURRENT LIST WILL APPLY TO ALL KENWOOD LAND MOBILE RADIO PRICES AND ACCESSORIES. A 15% DISCOUNT WILL APPLY TO KENWOOD SYSTEM PRODUCTS.

PRICES ARE FOR RADIOS AND RADIO ACCESSORIES ONLY. PRICES DO NOT INCLUDE INSTALLATION OR PROGRAMMING CHARGES. CONTACT LOCAL AUTHORIZED KENWOOD DEALER FOR INSTALLATION CHARGES.

CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACT PERIOD: MAY 15, 2007 - MAY 15, 2009 WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

SCOPE OF CONTRACT: TO PROVIDE KENWOOD LAND MOBILE AND PORTABLE RADIOS AND ACCESSORIES TO VARIOUS STATE AGENCIES AND POLITICAL SUBDIVISIONS WITHIN VERMONT.

PRICE LISTS, LITERATURE AND INFORMATION MAY BE REQUESTED FROM:

KENWOOD USA CORPORATION
C/O W.A. HENDRICKSON CO., INC.
766 COUNTRY WAY, P O BOX 450
NORTH SCITUATE MA 02060
TEL. #781-545-0652

ATTACHMENT: STANDARD STATE CONTRACT PROVISIONS DATED 06/12/96 AND PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 11/13/03 ARE ATTACHED AND INCOPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

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AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON
ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

ALL KENWOOD LAND MOBILE DEALERS LISTED BELOW ARE QUALIFIED TO PERFORM FULL SALES AND SERVICE OF ALL KENWOOD RADIO EQUIPMENT.

CONTACT INFORMATION: CLARK COMMUNICATIONS - HORACE CLARK - TEL. #802-893-7078, FAX #802-893-4732

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
JOHN MCINTYRE
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
john.mcintyre@state.vt.us

ALL OTHER PRICES, TERMS AND CONDITIONS REMAINT HE SAME.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

By the CONTRACTOR

Date:_____

Signature:_____

Name:_____

Fed ID or SSN:_____

Title:_____

Email:_____