

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint**  
**Public Safety Communication Equipment 06913**  
**Lead by the State of Washington (hereinafter "Lead State")**

MASTER AGREEMENT

**Pyramid Communications**  
(hereinafter "Contractor")

And

**State of Alaska**

(hereinafter "Participating State")

Participating State Contract Number 2016RADIO0006

1. Scope: This addendum covers the purchase of public safety communication equipment and is for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the state's chief procurement official. Contractor has been awarded the following categories:

**In-Vehicle Repeaters**

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:

Required Reports:

Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 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

**Administrative Fee**:

Contractor agrees to provide an Administrative Fee to the State of Alaska.

- a) Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to 1.5% of the net sales for the quarterly period.
- b) Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
- c) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section  
State of Alaska

Department of Administration  
Division of General Services  
PO Box 110210  
Juneau, AK 99811-0210

- d) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.
- e) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- f) Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

- g) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

4. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

<u>Contractor</u>	
Name	Gary Hoff
Address	37 Shield Irving, CA 92618
Telephone	(714) 901-5462
Fax	(701) 901-5472
E-mail	<a href="mailto:gary@pyramidcomm.com">gary@pyramidcomm.com</a>

<u>Participating Entity</u>	
Name	Victor Leamer
Address	State of Alaska – Department of Administration Division of General Services 333 Willoughby Ave. Suite 700 Juneau, AK 99811
Telephone	907 465-5678
Fax	907 465-2189
E-mail	<a href="mailto:victor.leamer@alaska.gov">victor.leamer@alaska.gov</a>

5. Subcontractors:

All Pyramid Communications dealers/resellers/distributors authorized in the State of Alaska, as shown on the WSCA ValuePoint website, are approved to provide sales and service support to participants in the NASPO Master Agreement. The Pyramid Communications dealer's/resellers/distributors participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA ValuePoint Contract # 06913 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized dealers/resellers/ distributors so they can arrange for proper ordering and installation of your equipment. During Contract performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of Contract requirements. Information shall include their name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services).

7. Price Agreement Number:

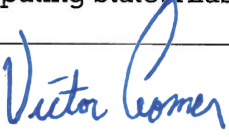

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 2016RADIO0006 and the Lead State master price agreement number: 06913.

8. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 06913 (administered by the State of Washington) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous 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 and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: Alaska	Contractor: Pyramid Communications
By: 	By: 
Name: Victor Leamer	Name: Michael Foley
Title: Contracting Officer	Title: Western Regional Sales Manager
Date: December 5, 2016	Date: 12/05/2016