

**STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-16-58-14
AMENDMENT NO. 1**

Public Safety Communication Equipment-Radio
Washington NASPO ValuePoint Master Agreement No. 06913
Pyramid Design & Manufacturing dba Pyramid Communications (Contractor)

The parties hereto mutually agree to amend Participating Addendum No. 7-16-58-14 as follows:

Section 2. Term, subparagraph A. is amended to now read as follows:

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end June 30, 2021, or upon termination by the State, whichever occurs first.

Section 15. Contract Management, subparagraph C. is amended to now read as follows:

- C. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Stacy Jarvis
Phone: (916) 375-4378
E-Mail: Stacy.Jarvis@dgs.ca.gov
Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

Section 19. Authorized Resellers is added as follows:

- A. Authorized Resellers are not available for this Participating Addendum.

All other terms and conditions of the original Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Pyramid Design & Manufacturing dba Pyramid Communications

Agency Name

Contractor Name



5/30/18



5-1-2018

Signature of Authorized Signer

Date Signed

Signature of Authorized Signer

Date Signed

Angela Shell, Deputy Director

Chris Carbajal, President, CTO

Printed Name and Title of Authorized Signer

Printed Name and Title of Authorized Signer

707 Third Street
West Sacramento, CA 95605

37 Shield
Irvine, CA 92618

Address

Address

**STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-16-58-14**

Public Safety Communication Equipment-Radio
Washington NASPO VALUEPOINT Master Price Agreement No. 06913
Pyramid Design & Manufacturing dba Pyramid Communications (Contractor)

This Participating Addendum Number 7-16-58-14 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Pyramid Design & Manufacturing dba Pyramid Communications (hereafter referred to as "Contractor") under the lead State of Washington NASPO ValuePoint Cooperative Purchasing Organization Master Price Agreement Number 06913.

1. Scope

- A. This Participating Addendum covers the purchase of Public Safety Communication Equipment-Radio under the State of Washington NASPO ValuePoint Master Price Agreement Number 06913. The NASPO ValuePoint Master Price Agreement is hereby incorporated by reference and shall apply to the purchase of goods and services made under this Participating Addendum.
- B. This Participating Addendum is available for use by all State Departments and California political subdivisions/local governments. A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the NASPO ValuePoint Master Price Agreement are consistent with its procurement policies and regulations.
- D. Contractors are required to reject all State purchase orders for radio and related electronic equipment if not stamped and signed by Cal OES-PSC, or risk termination of their contract(s).

2. Term

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end June 30, 2018, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. Mandatory Statewide Contracts

Product and service categories that are available on mandatory California statewide contracts for Public Safety Communication Equipment contract cannot be purchased from this Participating Addendum by State Departments without an exemption. State Departments are responsible for obtaining an exemption from CAL OES Governor's Office of Emergency Services prior to issuing a purchase order.

This restriction is not applicable to political subdivisions/local governments.

4. Terms and Conditions

Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum. These include:

- A. General Provisions – Information Technology, GSPD401IT, effective 9/5/2014. The twelve page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf
- B. Attachment A, Public Safety Radio Goods Special Provisions TDe-947 (REV. 02/2015).
- C. Section 18, Warranty of the GSPD401IT (Rev. 9/5/14) is superseded by Section 4, Minimum Guarantees and Warranties of the Public Safety Radio Goods Special Provisions TDe-947 (Rev.02/2015).

5. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-16-58-14
- B. State of Washington NASPO ValuePoint Master Price Agreement Number 06913

6. Available Product(s) and Services

This Participating Addendum includes the following product and service category:

- In-Vehicle Repeaters

7. Disallowed Products and Services

- A. All product and service categories available on the Mandatory Statewide Public Safety Contracts are excluded from this Participating Addendum.
- B. These restrictions do not apply to political subdivisions/local governments.

8. Price List

- A. Contractor shall submit a Price List identifying all products and services offered under this Participating Addendum for the State's approval.

B. The Price List shall include the following:

- 1) Manufacturer Part Number or Item Number
- 2) List Price
- 3) Discount off List Price
- 4) Contract Price

C. Contractor shall maintain a website dedicated to this Participating Addendum which contains the State-approved Price List.

D. Contractor shall submit a written notice of price increases/decreases and a revised Price List for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.

E. A State-approved Price List will be posted on the CalProcure website.

9. Equipment Additions/Deletions

A. Contractor may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:

- 1) Equipment is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
- 2) Contractor has obtained prior approval from the State of Washington NASPO ValuePoint Contract Administrator; and
- 3) Contractor receives written approval from the California State Contract Administrator.

B. Contractor shall submit a written notice of equipment additions/deletions and a revised Price List for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.

C. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the NASPO ValuePoint Master Price Agreement.

10. Servicing Subcontractors

Contractor will not be using Servicing Subcontractors for this Participating Addendum.

11. Ordering Agency Responsibilities

A. State department and political subdivision/local government use of this Participating Addendum is optional.

B. A User Instructions guide will be prepared and administered by the State Contract Administrator.

12. Invoicing

The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

13. Usage Reporting

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- H. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

14. Administrative Fee

- A. Contractor shall submit a check, payable to the State of California, remitted to the Department of General Services, Procurement Division, Masters Unit 2 for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Master Unit 2
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Price Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

15. Contract Management

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: Pyramid Design & Manufacturing dba
Pyramid Communications
Name: Michael Foley
Phone: 714/901-5462
Fax: 714/901-5472
E-Mail: Michael@pyramidcomm.com
Address: 37 Shield
Irvine, CA 92618

B. Should Contractor Contract Manager Information change, the Contractor will provide written notice with the updated information to the State Contract Administrator no later than ten business days after the change.

C. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Cynthia Okoroike
Phone: (916) 375-4389
Fax: (916) 375-4663
E-Mail: cynthia.okoroike@dgs.ca.gov
Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. Should State Contract Administrator information change, the State will provide written notice with the updated information to the Contractor Contract Manager no later than ten business days after the change.

16. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

17. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

18. Agreement

A. This Participating Addendum and the Master Price Agreement together with its exhibits and/or amendments, 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 Participating Addendum and the Master Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement and its exhibits and/or amendments, 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 Participating Addendum and the Master Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

Participating Addendum No. 7-16-58-14
Pyramid Design & Manufacturing dba Pyramid Communications

- B. By signing below Contractor agrees to offer the same products/and or services as on the Washington NASPO ValuePoint Master Price Agreement Number 06913, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

Pyramid Design & Manufacturing dba Pyramid Communications

By: 

By: 

pm Name: Jim Butler

Name: Michael D. Foley

Title: Deputy Director

Title: Western Regional Sales Manager

Date: May 18, 2016

Date: 5/09/2016