

**STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-58-12
AMENDMENT NO. 1**

Public Safety Communication Support Equipment (Phase II)
Washington NASPO ValuePoint Master Agreement No. 05715
Aluma Tower Company, Inc. (Contractor)

The parties hereto mutually agree to amend Participating Addendum No. 7-17-58-12 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.

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

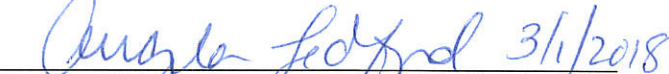
Department of General Services

Aluma Tower Company, Inc.

Agency Name


Contractor Name

 4/17/2018
Signature of Authorized Signer *Date Signed*

 3/1/2018
Signature of Authorized Signer *Date Signed*

Angela Shell, Deputy Director


Printed Name and Title of Authorized Signer

 *Printed Name and Title of Authorized Signer*

707 Third Street
West Sacramento, CA 95605

1639 Old Dixie Hwy
Vero Beach, Florida 32961

Address

Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-58-12
Public Safety Communication Support Equipment (Phase II)
Washington NASPO ValuePoint Master Agreement No. 05715
Aluma Tower Company, Inc. (Contractor)

This Participating Addendum Number 7-17-58-12 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Aluma Tower Company, Inc. (hereafter referred to as "Contractor") under the lead State of Washington NASPO ValuePoint Master Agreement Number 05715.

1. SCOPE

- A. This Participating Addendum covers the purchase of Public Safety Communication Support Equipment under the Washington NASPO ValuePoint Master Agreement. The Washington NASPO ValuePoint Master Agreement Number 05715 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state departments/agencies and political subdivisions/local governments. For the purposes of this agreement, a political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Washington NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

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 NASPO ValuePoint Master 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.
- C. Purchase order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. 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.

- 1) General Provisions – Information Technology (GSPD-401IT), effective 9/5/2014.
The twelve (12) page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf.
- 2) Attachment A, Public Safety Radio Goods Special Provisions, TDe-947 (Rev. 12/2016).

4. 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 7-17-58-12
- B. Washington NASPO ValuePoint Master Agreement Number 05715
- C. Washington Solicitation 05715 including all Addendums
- D. Contractor's response to the Washington Solicitation

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service offerings, including ancillary items required for functionality, from the Washington NASPO ValuePoint Master Agreement Number 05715 are allowed under this Participating Addendum:

- 1) Towers, Deployable/Temporary

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

- A. The following restrictions apply to purchases under this Participating Addendum:

- 1) Product and service categories that are available on mandatory California statewide contracts for Public Safety Communications Equipment cannot be purchased from this Participating Addendum by State Departments without an exemption. State Departments are responsible for obtaining an exemption from California Governor's Office of Emergency Services, Public Service Communications (CAL OES-PSC) prior to issuing a purchase order. This restriction is not applicable to political subdivisions/local governments.
- 2) Contractor shall reject State purchase orders for radio and related electronic equipment not stamped and signed by Cal OES-PSC, or risk termination of their Participating Addendum.

7. PRICING

- 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 submit a written notice of price increases/decreases and a revised Price List for the State's approval.
- D. State-approved Price List will be posted on the State's Cal eProcure website.

8. 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 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.
- 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.

9. AUTHORIZED RESELLERS

- A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.
- B. For the purposes of this Participating Addendum, Authorized Resellers are classified as follows:
 - 1) "Authorized Resellers"
 - a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
 - b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
 - c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.
- C. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
- D. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

- E. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers contact information at any time during the contract term.
- F. Contractor will be required to submit Authorized Resellers requests, in a format specified by the State, to the State Contract Administrator for approval.
- G. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

10. SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.
- B. As the prime contractor, contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Price Agreement and State Participating Addendum.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

11. ORDERING AGENCY RESPONSIBILITIES

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

12. DELIVERY

- A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. Free On Board Destination (F.O.B.)

13. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with Paragraph 30 of the GSPD-401IT terms and conditions.
- B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. 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 B. The report is due even when there is no activity.
- B. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperatives@dgs.ca.gov.
- C. 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.
- D. Tax must not be included in the report, even if it is on the purchase order.
- E. Reports 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

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

15. ADMINISTRATIVE FEE

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.

Participating Addendum No. 7-17-58-12
Aluma Tower Company, Inc.

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: Cooperative Agreement Program
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 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.

16. CONTRACT MANAGEMENT

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

Contractor: Aluma Tower Company, Inc.
Name: Angela Ledford
Phone: (772) 567-3423
E-Mail: Angela@alumatower.com
Address: 1639 Old Dixie Hwy.
Vero Beach, Florida 32960

B. 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

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

17. 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.

18. 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.

19. Agreement

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

B. By signing below Contractor agrees to offer the same products/and or services as on the Washington NASPO ValuePoint Master Agreement Number 05715, at prices equal to or lower than the prices on that contract.

Participating Addendum No. 7-17-58-12
Aluma Tower Company, Inc.

C. 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

Aluma Tower Company, Inc.

Agency Name

Contractor Name



11/30/2017

Signature of Authorized Signer

Date Signed



11/21/17

Signature of Authorized Signer

Date Signed

 Ricardo G. Martinez, Deputy Director

Printed Name and Title of Authorized Signer



Printed Name and Title of Authorized Signer

707 Third Street
West Sacramento, CA 95605

Address

1639 Old Dixie Hwy.
Vero Beach, Florida 32960

Address



1. TECHNICAL STANDARDS

- a) Where applicable, all goods delivered shall meet or exceed the requirements contained in the Code of Federal Regulations, Title 47 Telecommunication, Chapter I Federal Communications Commission Rules and Regulations, in particular:
 - i) Part 2, Subpart I, "Marketing of Radio Frequency Devices" (47CFR2.803). All goods offered shall be authorized by the FCC by the bid due date.
 - ii) Part 15, Radio Frequency Devices (47CFR15).
 - iii) Part 90, Private Land Mobile Radio Service (47CFR90).
 - iv) Part 101, Fixed Microwave Services (47CFR101).
- b) Where applicable, all goods operating in the analog mode shall meet or exceed all applicable performance standards listed in TIA/EIA-603-C, "Land Mobile FM and PM Communications Equipment Measurement and Performance Standards", unless otherwise stated in the specification.
 - i) The State may consider goods operating within 30-50 MHz that are tested under comparable performance standards listed in TIA-603 and possibly EIA-152-C, "Minimum Standards for Land Mobile Communication FM or PM Transmitters, 25-866 MHz" and EIA/TIA-204-D, "Minimum Standards for Land Mobile Communication FM or PM Receivers, 25-866 MHz (which were superseded by TIA/EIA-603).
 - ii) Specification compliance testing conducted by the State, however, will be conducted in accordance with the methods, procedures, and requirements of TIA/EIA-603-C, unless otherwise stated in the specification. All measurements of transmitter radio frequency specifications shall be made at the transmitter chassis antenna connector. All measurements of receiver radio frequency specifications shall be made at the receiver chassis antenna connector. Measurements of received audio response and distortion shall be made at the speaker output.
 - iii) The performance requirements contained within the technical specifications further define and, in some cases, exceed the requirements contained in TIA/EIA-603-C. In the event of a conflict between performance requirements contained in TIA/EIA-603-C and the performance requirements contained in the specification, the requirements contained in the specification shall prevail.

- c) Where applicable, all goods operating in the digital mode shall meet or exceed all applicable APCO Project 25 system standards listed in the TIA/EIA 102 series of standards, interim standards and technical bulletins.
- d) Where applicable, all goods operating within 806-809 / 821-824 MHz and 851-854 / 866-869 MHz shall comply with the recommendations set forth in the National Public Safety Planning Advisory Committee 800 MHz NPSAC Channel Regional Communications Plan for Regions 5 and 6 approved by the Federal Communications Commission (FCC) in 47CFR90.621(g).

2. SPECIAL ORDERING PROVISIONS

During the thirty-calendar day period immediately following purchase order issuance, the State reserves the right to increase the quantity ordered by up to twenty-five percent, or as otherwise specified, at rates not to exceed those contained herein.

3. SPECIFICATION COMPLIANCE TESTING

- a) Goods may be inspected before acceptance for workmanship, appearance, and conformance to all other requirements of the specifications. The State may reject any shipment or item of a shipment that is not in compliance with specification requirements or is otherwise defective in any manner.
- b) Within fifteen calendar days after contractor first receives notice of rejection, contractor shall, if requested by the State, remove rejected goods from the State's facilities. Upon failure of contractor to remove such goods from the State's facilities within the specified period, the State may forward such goods to contractor by common carrier, at contractor's expense and risk.
- c) Unless otherwise specified at time of rejection, and at no cost to the State, all rejected goods shall be repaired or replaced by contractor and shall be returned to the State within thirty calendar days from the date the goods are made available on, or removed from, the State's facilities, whichever occurs first.
- d) Unless otherwise specified at time of rejection, if contractor does not deliver goods meeting specifications within sixty calendar days from the date the goods are made available on, or removed from, State's facilities, whichever occurs first, contractor shall be deemed to be in default, and the State will terminate the purchase order in whole or in part in accordance with the Termination for Default provision contained in the General Provisions.

TDe-947 (Rev. 12/2016) Reverse

- e) At the State's option, contractor may be permitted to make repairs of rejected goods at the State's facilities.

4. MINIMUM GUARANTEES AND WARRANTIES

- a) Contractor is responsible for all guarantees and warranties required herein. Any guarantee/warranty offered by the original goods manufacturer shall not relieve contractor of this responsibility.
- b) If contractor is other than the manufacturer of goods delivered, contractor warrants that the manufacturer has authorized contractor to sell goods delivered. At the request of the State, written verification by manufacturer of such authorization shall be immediately provided.
- c) All goods delivered shall be guaranteed by contractor against defects for eighteen months from date of acceptance.
- d) During the guarantee period, contractor shall repair or replace, at its option and expense, all defective goods, or refund the purchase price thereof.
- e) Unless otherwise specified at time of requested repair, if contractor has not completed guarantee repair within thirty calendar days after notification of a malfunction, the State may effect such repairs and bill contractor for material cost and labor cost at the State technician current hourly rate.
- f) Workmanship and materials provided by contractor in the performance of any installation work required shall be guaranteed for ninety calendar days after installation. Workmanship or materials which are found to be defective during this period shall be promptly corrected at contractor's expense.
- g) During the Warranty Period, Contractor shall manage the individual warranties and maintenance services (if any) of the third-party Goods. If the third-party Goods do not function as warranted during the Warranty Period, Contractor will correct the deficiency

5. DESIGN DEFECT

- a) A design defect, based on the number purchased from the contract, shall be defined as identical failures occurring within five years after delivery in at least five units or five percent, whichever is larger, of identical assemblies, subassemblies, or parts supplied. (Shall be based on the number delivered to the State of California).
- b) Delivered goods shall be guaranteed by contractor against design defects for five years from date of acceptance. Upon written notification to and confirmation by contractor of design defects evidenced within the five-year guarantee period, contractor shall take prompt corrective action, at no cost to the State.
- c) Whenever it is necessary for contractor to take corrective action of design defects, contractor shall take the same corrective action in all identical goods supplied.
- d) All parts and materials used in corrective action for design defects shall be guaranteed by contractor against defects for one year from date of such corrective action.

6. SERVICE PROVISIONS

- a) Contractor shall provide the following services that will repair or exchange, in the times indicated, all defective goods returned by the State for repair.
 - i) Emergency no-charge warranty service within five calendar days, excluding shipping time, for defective goods returned within the guarantee period.
 - ii) Non-emergency no-charge warranty service within twenty calendar days, excluding shipping time, for defective goods returned within the guarantee period.
 - iii) Emergency full-charge nonwarranty service within five calendar days, excluding shipping time, for defective goods returned after expiration of the guarantee period.

7. AVAILABILITY OF REPAIR PARTS

- a) Contractor shall notify State of the date of last manufacture for all goods delivered.
- b) For a period of seven years from the notice of last manufacture, contractor shall make available to the State exact replacement parts for use in the delivered goods.
- c) If exact replacement parts are not available, contractor may substitute equal or similar parts which do not deteriorate performance and which will continue to meet all specifications in effect at the time of purchase.

8. AVAILABILITY OF MANUALS

- a) Contractor shall offer for free, or for purchase, complete service and repair manuals of the products offered on the contract.
- b) The manuals shall include theory of operation, board level schematics and complete parts lists.

9. AVAILABILITY OF TOOLS AND ADAPTORS

- a) Contractor shall offer for free, or for purchase, any specialized tools or adaptors needed to complete factory level repairs.
- b) The specialized tools and adaptors provided by the contractor shall enable technicians to complete factory level repairs, at the purchaser's repair and maintenance facilities, without voiding factory warranty.

10. SOFTWARE USAGE/LICENSE REQUIREMENT

- a) The California Governor's Office of Emergency Services, Public Safety Communications, and/or the purchasing agency shall be permitted to make unlimited copies of any software required for installation and maintenance of goods supplied. Such copies shall be for the sole and exclusive use of the State designated maintenance and engineering personnel in the installation, maintenance, and operation of the delivered goods.
- b) Any need for a separate software license agreement to reflect the scope and/or limitations of this usage shall be negotiated to the mutual agreement of the parties, including Department of General Services, Procurement Division and Public Safety Communications Agency.

