



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
0000091217
BK Technologies, Inc.
7100 Technology Drive
West Melbourne, FL 32904

Attn: Carolyn French
Email: cfrench@bktechnologies.com
Telephone No.: (321) 237-1306

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Invoice:
As Requested

Price Agreement Number: 60-000-15-00019AM

Amendment No.: Four

Term: February 10, 2016 – December 31, 2021

NASPO Value Point Link:

<https://www.naspovaluepoint.org/portfolio/public-safety-communications-equipment-radios-phase-one-2015-2021/bk-technologies/>

Procurement Specialist: Vanessa LeBlanc *VL*

Telephone No.: (505) 629-9525

Email: Vanessa.LeBlanc@state.nm.us

Title: Public Safety Radio Communications Equipment & Services

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2021 to December 31, 2021 at the same price, terms and conditions.

Update Vendor Contact information:

From: Email: Sdee@bktechnologies.com	To: Contact: Carolyn French Email: cfrench@bktechnologies.com
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Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 6/18/2021

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000091217
BK Technologies, Inc.
7100 Technology Drive
West Melbourne, FL 32904

Email: Sdee@bktechnologies.com
Telephone No.: (321) 953-7952

Price Agreement Number: 60-000-15-00019AM

Price Agreement Amendment No.: Three

Term: February 10, 2016 – June 30, 2021

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Debra Saiz

Telephone No.: (505) 827-0521

Email: debras.saiz@state.nm.us

Invoice:
As Requested at time of order

Title: **Public Safety Radio Communications Equipment & Services**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Awarded Vendor has changed its name. Update vendor name as follows:

From:
RELM Wireless

To:
BK Technologies, Inc.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 2/27/2020



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000013208
RELM Wireless
7100 Technology Drive
West Melbourne, FL 32904

Attn: Shari Sharp
Telephone No. 321-953-7952

Price Agreement Number: 60-000-15-00019AM
Price Agreement Amendment No.: Two
Term: July 01, 2018 – June 30, 2021

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Debra Saiz
Telephone No.: (505) 827-0521

Invoice:
As Requested

Title: Public Safety Radio Communications Equipment & Services

This Contract Amendment is to be attached to the respective Agreement and become a part thereof.

In accordance with the Price Agreement provisions and by mutual agreement of all parties, this Price Agreement is extended from July 01, 2018 through June 30, 2021.

The provisions of the Contract shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: June 30, 2018

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER AGREEMENT AMENDMENT	
	Contract No.:	06913
RELM Wireless Corporation 7100 Technology Dr West Melbourne, FL 32904-1525	Amendment No.:	2
	Effective Date:	July 1, 2018

**SECOND AMENDMENT
TO
CONTRACT NO. 06913
NASPO VALUEPOINT PUBLIC SAFETY COMMUNICATIONS EQUIPMENT**

This Second Amendment ("Amendment") to Contract No. 06913 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and RELM Wireless Corporation, a Nevada corporation ("Contractor") and is dated as of July 1, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain NASPO ValuePoint Master Agreement No. 06913 for Public Safety Communications Equipment dated effective as of August 10, 2015 ("Contract").
- B. The Parties previously amended the Contract 06913 as follows:
 - a. Amendment No. 1 dated effective July 1, 2016 extended the Master Agreement term through June 30, 2018.
- C. The Parties intend to amend the Contract to extend the Master Agreement term an additional three (3) years.
- D. The Amendment set forth herein is within the scope of the Contract.
- E. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **CONTRACT EXTENSION.** The Parties mutually agree to extend NASPO ValuePoint Master Agreement 06913 through June 30, 2021.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

RELM WIRELESS CORPORATION
A NEVADA CORPORATION

By: Shari Sharp
Name: Shari Sharp
Title: Director of Business Operations
Date: 01.10.18

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Scott Smith
Name: Scott Smith
Title: IT Contracts Manager
Date: 2/20/2018



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000013208
RELM Wireless
7100 Technology Drive
West Melbourne, FL 32904

Attn: Shari Sharp
Telephone No. (321) 953-7952

Price Agreement Number: 60-000-15-00019 AM

Price Agreement Amendment No.: One

Term: July 01, 2016 - June 30, 2018

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Debra Saiz DS

Telephone No.: (505) 827-0521

Invoice:

As Requested

Title: Public Safety Radio Communications Equipment & Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions and by mutual agreement of all parties, this Price Agreement is extended from July 01, 2016 through June 30, 2018 at the same price, terms and conditions.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date:04/27/2016

Contract number: 06913

Contract name: Public Safety Communication Equipment

Contract Amendment

Date Issued: January 25, 2016

Effective Date: July 1, 2016

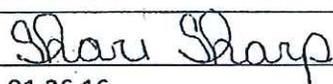
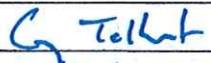
Amendment Number: 1

Contractor Name: RELM Wireless Corporation

This Contract Amendment is issued under the provisions of the contract referenced above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment – Per contract 06913 Section 1.5 Contract Term, DES offers to extend the contract with RELM Wireless Corporation for an additional two (2) years effective July 1, 2016 through June 30, 2018.

Authorizing Signatures

FOR CONTRACTOR: <i>RELM Wireless Corporation</i> 7100 Technology Drive West Melbourne, FL 32904		FOR STATE OF WASHINGTON: <i>Department of Enterprise Services</i> 1500 Jefferson Street SE PO Box 41411 Olympia, WA 98504-1411	
Contact Name:	Shari Sharp	Contact Name:	Neva Peckham
Contact Title:	Director of Business Operations	Contact Title:	Contracts Specialist
Contact Phone:	321-953-7952	Contact Phone:	360-407-9411
Contact Email:	ssharp@relm.com	Contact Email:	Neva.Peckham@des.wa.gov
Signature:		Signature:	
Date:	01.26.16	Date:	2/9/16
		DES Approving Manager:	
		Contact Name:	Farrell Presnell
		Contact Title:	Assistant Director, Department of Enterprise Services
		Contact Phone:	360-407-8820
		Contact Email:	Farrell.Presnell@des.wa.gov
		Signature:	
		Date:	4.1.2016



State of New Mexico General Services Department

Statewide Price Agreement

Awarded Contractor
0000013208
RELM Wireless
7100 Technology Drive
West Melbourne, FL 32904

Attn: Shari Sharp
Telephone No. (321)953-7952

Price Agreement Number: 60-000-15-00019AM

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See Contract

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Debra Saiz DS

Telephone No.: 505-827-0521

Invoice:
As Requested

Title: **Public Safety Radios and Communications Equipment (06913)**

Term: **February 10, 2016 to June 30, 2016**

The New Mexico Statewide Price Agreement is made subject to the "terms and conditions" identified on the following pages of the NASPO ValuePoint Participating Addendum and Master Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 02/10/2016

PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00019 AM
NASPO ValuePoint
Public Safety Communication Equipment 06913
Lead by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT 06913
RELM Wireless
(hereinafter "Contractor")
And
State of New Mexico
(hereinafter "Participating State")

Page 1 of 7

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/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded the following categories:

Radios

Subcategory: Portable, Single-Band Tier I
Subcategory: Portable, Single-Band Tier II
Subcategory: Mobile, Single-Band Tier I
Subcategory: Mobile, Single-Band Tier II

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/entity** 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:

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

New Mexico Additional Terms and Conditions:

1. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the agency and are not employees of the State of New Mexico. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

2. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00019 AM
NASPO ValuePoint
Public Safety Communication Equipment 06913
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RELM Wireless

(hereinafter "Contractor")

And

[insert name of participating entity]

(hereinafter "Participating State")

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3. Release

The Contractor, upon final payment of the amount due under this Master Agreement, releases the agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Master Agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

4. New Mexico Employees Health Coverage

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://www.bewellnm.com/>

5. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the agency.

PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00019 AM
NASPO ValuePoint
Public Safety Communication Equipment 06913
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RELM Wireless

(hereinafter "Contractor")

And

[insert name of participating entity]

(hereinafter "Participating State")

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6. Employee Pay Equity Reporting

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00019 AM
NASPO ValuePoint
Public Safety Communication Equipment 06913
Lead by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT 06913

RELM Wireless

(hereinafter "Contractor")

And

[insert name of participating entity]

(hereinafter "Participating State")

Page 4 of 7

7. Administrative Fees

The Contractor agrees to provide a utilization report on all sales and/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

<u>Quarter:</u>	<u>Period End:</u>	<u>Report Due:</u>
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

The periodic report shall include the gross total sales and other revenues (including commissions charged) for the period subtotaled by procuring agency or local public body name. Please note that the SPD is interested in the distinction between sales to state agencies and those to local public bodies (such as cities and counties) to evaluate to whom SPD contracts are most beneficial. Such information will aid in strategically sourcing future procurements to ensure SPD is meeting the needs of its customers.

Even if contractor experiences zero sales during the quarter, a report is still required. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Payment shall be made by check payable to the State Purchasing Division for an amount equal to **one percent (1.00%)** of the total sales and other revenues derived from New Mexico state agencies and local public bodies (including commissions charged) for the period. Contractors shall indicate the contract no: **60-000-15-00019** and include the remittance check and the quarterly sales report. This fee is in addition to the fee specified in the WSCA-NASPO Master Agreement Terms and Conditions that is based on all sales under the Master Agreement. Remit Checks to:

State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Contract Administration Bureau Chief

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.SPDInfo@state.nm.us

PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00019 AM
NASPO ValuePoint
Public Safety Communication Equipment 06913
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MASTER AGREEMENT 06913

RELM Wireless

(hereinafter "Contractor")

And

[insert name of participating entity]

(hereinafter "Participating State")

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

Contractor

Name	Shari Sharp
Address	7100 Technology Drive West Melbourne, FL 32904
Telephone	(321) 953-7952
Fax	(321) 676-4403
E-mail	ssharp@relm.com

Participating Entity

Name	Debra Saiz
Address	1100 St. Francis Dr., Rm 2016, Santa Fe, NM 87505
Telephone	505-827-0521
Fax	505-827-2484
E-mail	DebraS.Saiz@state.nm.us

5. Subcontractors:

All **Relm Wireless** dealers/resellers/distributors authorized in the State of New Mexico, as shown on the WSCA ValuePoint website, are approved to provide sales and service support to participants in the NASPO Master Agreement. The **Relm Wireless** 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 NASPO 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: **60-000-15-00019 AM** and the Lead State Master Price Agreement number: 06913.

PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00019 AM
NASPO ValuePoint
Public Safety Communication Equipment 06913
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RELM Wireless

(hereinafter "Contractor")

And

[insert name of participating entity]

(hereinafter "Participating State")

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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.

PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00019 AM
NASPO ValuePoint
Public Safety Communication Equipment 06913
Lead by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT 06913

RELM Wireless

(hereinafter "Contractor")

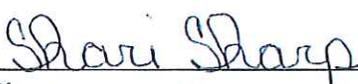
And

[insert name of participating entity]

(hereinafter "Participating State")

Page 7 of 7

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

Participating State: State of New Mexico	Contractor: RELM Wireless
By: 	By: 
Name: Lawrence O. Maxwell	Name: Shari Sharp
Title: NM State Purchasing Director	Title: Director of Business Ops.
Date:	Date: 2-10-16

If you have questions about this Participating Addendum or the participation process, please contact:

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

Name	Tim Hay, Cooperative Development Coordinator
Telephone	503-428-5705
E-mail	thay@naspovalupoint.org

[Fully executed PDF copy of this document should be emailed to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]