

**STATE OF CALIFORNIA**  
**PARTICIPATING ADDENDUM NUMBER 7-22-70-49-15**  
**AMENDMENT 1**

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES, AND SOLUTIONS  
Washington NASPO ValuePoint Master Agreement Number 00318  
**Nokia of America Corporation (Contractor)**

The parties mutually agree to amend Participating Addendum 7-22-70-49-15 as follows:

- 1) **Section 8. AUTHORIZED RESELLERS** is hereby deleted and replaced with the following:

**8. AUTHORIZED RESELLERS**

- A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.
  - 1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.
  - 2) 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.
  - 3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.
- B. 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.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the Participating Addendum. Contractors shall notify the State in writing of any deleted Authorized Resellers or changes to current Authorized Resellers' information at any time.

- E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.
- F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

2) **Section 21. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

**21. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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

Participating Addendum 7-22-70-49-15  
Amendment 1

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

STATE OF CALIFORNIA

Department of General Services

Agency Name

Julie Matthews

Digitally signed by Julie  
Matthews  
Date: 2024.01.24 11:29:51  
-08'00'

1/24/2024

Authorized Signature

Date Signed

Julie Matthews, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street

West Sacramento, CA 95605

Address

CONTRACTOR

Nokia of America Corporation

Contractor Name

Desiree Obleton

Matt Young

Authorized Signature

Date Signed

Desiree Obleton/Comm. Contracts Mgr. 01/23/24

Matt Young/V.P. Enterprise NAM 01/23/24

Printed Name/Title of Person Signing

3201 Olympus Blvd

Dallas, TX 75019

Address

**STATE OF CALIFORNIA PARTICIPATING  
ADDENDUM NUMBER 7-22-70-49-15**

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES, AND SOLUTIONS  
Washington NASPO ValuePoint Master Agreement Number 00318  
**Nokia of America Corporation (Contractor)**

This Participating Addendum Number 7-22-70-49-15 is entered into between the State of California, Department of General Services (hereafter referred to as “State” or “DGS”) and Nokia of America Corporation (hereafter referred to as “Contractor”) under the lead state of Washington NASPO ValuePoint Master Agreement Number 00318.

**1. SCOPE**

- A. This Participating Addendum covers the purchase of Public Safety Communications Products, Services, and Solutions under the Washington NASPO ValuePoint Master Agreement. The Washington NASPO ValuePoint Master Agreement is hereby incorporated by reference. Product and 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 agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The [State Agency Listing](https://www.ca.gov/agenciesall/) (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each 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 on January 1, 2022, or upon signature approval by the State, whichever is later. The term will end on December 31, 2026, 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. 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 11/19/2021.
  - 2) Attachment A, Public Safety Radio Goods Special Provisions, TDe-947 (Rev. 12/2016).
- B. Terms can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language) (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

### 4. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:
- 1) California Participating Addendum Number 7-22-70-49-15
  - 2) Washington NASPO ValuePoint Master Agreement Number 00318

### 5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service offerings from the Washington NASPO ValuePoint Master Agreement Number 00318 are allowed under this Participating Addendum:

#### Category 5 – Microwave Radio

Sub-Category 5.1 – Microwave: Carrier Grade, Packet Data (Native IP)

Sub-Category 5.2 – Microwave: Network Grade

Sub-Category 5.5 – Microwave: Carrier Grade, Native Time Division Multiplex (TDM)

#### RADIO SOLUTION

Microwave Sub-Cat 5.1 Indoor Solution

Microwave Sub-Cat 5.1 Outdoor Solution

Microwave Sub-Cat 5.2 Indoor Solution

Microwave Sub-Cat 5.2 Outdoor Solution

Microwave Sub-Cat 5.5 Indoor Solution

Microwave Sub-Cat 5.5 Outdoor Solution

**6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)**

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

- 1) Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order. 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.
- 3) Services that fall within the definition of "public works" as defined in Public Contract Code, Section 1101 and Labor Code Section 1720 are disallowed under this cooperative agreement and must be procured by alternate means. This restriction is not applicable to local governments.

**7. PRICING**

Contractor is responsible for maintaining a current price list of available products and services on the NASPO ValuePoint Public Safety Communications Products, Services, and Solutions website.

**8. AUTHORIZED RESELLERS**

Authorized Resellers are not available for this Participating Addendum.

**9. SUBCONTRACTORS**

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. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the Bidder Declaration (GSPD-05-105) provided to ordering agencies at the time an order is quoted.
- C. As the prime contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and State Participating Addendum.
- D. 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.

#### **10. ORDERING AGENCY RESPONSIBILITIES**

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and 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. User Instructions are posted on the State's Cal eProcure website.
- C. All purchase orders issued by Participating Entities under this Addendum shall include the State Participating Addendum Number 7-22-70-49-15.

#### **11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)**

- A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.
- B. Contractor will be required to complete and return a [Recycled-Content Certification form](https://www.calrecycle.ca.gov/contracts/forms) (https://www.calrecycle.ca.gov/contracts/forms) upon request by the state agency.

#### **12. DELIVERY**

- A. Delivery shall occur 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 (F.O.B.) Destination, freight prepaid by the Contractor, to the ordering agency's receiving point.

### 13. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net 45 days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- 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 DGS Contract Administrator reserves the right to modify Attachment B and require Contractor to provide additional order information during the course of this Agreement.
- C. The report shall be an Excel spreadsheet transmitted electronically to the [DGS Cooperatives mailbox](mailto:PDCooperatives@dgs.ca.gov) (PDCooperatives@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 (5) 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 for each quarter as follows:

| Reporting Period         | Due Date   |
|--------------------------|------------|
| January 1 to March 31    | April 30   |
| April 1 to June 30       | July 31    |
| July 1 to September 30   | October 31 |
| October 1 to December 31 | January 31 |

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.



- H. Time extensions may be approved only if all due reports have been submitted to the State.

**15. ADMINISTRATIVE FEE**

- A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the net sales for the reporting quarter totals \$100,000.00, the incentive fee due to DGS would be \$1,250.00.)
- B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- C. The administrative fee shall not be invoiced or charged to the ordering agency.
- D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.
- E. Payment may be made in the form of an electronic payment using the [LPA Payment Portal website](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal>) or by submitting a check payable to the State of California, Department of General Services.
- F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services  
Procurement Division  
Attn: MAPS Payment Processing  
707 Third Street, 2nd Floor  
West Sacramento, CA 95605

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

| Reporting Period         | Due Date   |
|--------------------------|------------|
| January 1 to March 31    | April 30   |
| April 1 to June 30       | July 31    |
| July 1 to September 30   | October 31 |
| October 1 to December 31 | January 31 |

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

## **16.CONTRACT MANAGEMENT**

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

| <b>Contractor</b> | <b>Contract Manager</b>  |
|-------------------|--|
| Name:             | Desiree Obleton  |
| Phone:            | 214-713-4226   |
| Fax:              | N/A  |
| Email             | <a href="mailto:Desiree.obleton@nokia.com">Desiree.obleton@nokia.com</a>                         |
| Address:          | Nokia of America Corporation<br>Attn: Desiree Obleton<br>3201 Olympus Blvd.,<br>Dallas, TX 75019 |

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

| <b>State</b> | <b>Contract Administrator</b>   |
|--------------|---|
| Name:        | Michael Wong  |
| Phone:       | 279-946-8238  |
| Fax:         | N/A   |
| Email        | Michael.Wong@dgs.ca.gov   |
| Address:     | State of California<br>Department of General Services<br>Procurement Division<br>707 Third Street, 2nd Floor, MS 2-202<br>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 (10) 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, non-disrupted 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. NEWS RELEASES**

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

#### **20. 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 00318, 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**

Department of General Services

*Agency Name*



3/1/2022

*Authorized Signature*

*Date Signed*

Stephanne Lim / MAU2 Supervisor

*Printed Name/Title of Person Signing*

707 Third Street  
West Sacramento, CA 95605

*Address*

**CONTRACTOR**

Nokia of America Corporation

*Contractor Name*

*Desiree Obleton*

February 28, 2022



February 28, 2022

*Authorized Signature*

*Date Signed*

Desiree Obleton/Com. Contracts Manager

Matt Young/VP., Enterprise Sales NAM

*Printed Name/Title of Person Signing*

3201 Olympus Blvd.,  
Dallas, TX 75019

*Address*