STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-22-70-49-13

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES, AND SOLUTIONS
Washington NASPO ValuePoint Master Agreement Number 00318
JVCKENWOOD USA Corporation (Contractor)

This Participating Addendum Number 7-22-70-49-13 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and JVCKENWOOD USA 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/) 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 9/5/2014.
2) Attachment A, Public Safety Radio Goods Special Provisions, TDe-947 (Rev. 12/2016).

B. General Provisions – Information Technology (GSPD-401IT) 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).

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 7-22-70-49-13
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 1 – Radio (P25)
- Sub-Category 1.1 – Radio: Single-Band Portable Radio (P25)
- Sub-Category 1.2 – Radio: Single-Band Mobile Radio (P25)
- Sub-Category 1.3 – Radio: Single-Band Desktop Radio (P25)
- Sub-Category 1.5 – Radio: Multi-Band Mobile Radio (P25)
- Sub-Category 1.6 – Radio: Multi-Band Desktop Radio (P25)

Category 2 – Conventional Analog Portable (Non-P25)
- Sub-Category 2.1 – Radio: Conventional Analog Portable (Non-P25)
- Sub-Category 2.2 – Radio: Conventional Analog Mobile (Non-P25)
- Sub-Category 2.3 – Radio: Conventional Analog Desktop (Non-P25)
- Sub-Category 2.4 – Radio: Conventional Analog Base Station/Repeater (Non-P25)

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

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.

9. SUBCONTRACTORS

Subcontractors will not be used for this Participating Addendum.

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 7-22-70-49-13.

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) 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 (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) 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:

Contractor	Contract Manager
Name:	April Peterson
Phone:	310-761-8213
Fax:	N/A
Email	apeterson@us.jvckenwood.com
Address:	JVCKENWOOD USA Corporation Attn: April Peterson 4001 Worsham Ave Long Beach, CA 90808

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

State	Contract Administrator
Name:	Michael Wong
Phone:	279-946-8238
Fax:	N/A
Email	Michael.Wong@dgs.ca.gov

State	Contract Administrator
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 (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	**CONTRACTOR**
Department of General Services	JVCKENWOOD USA Corporation
Agency Name	*Contractor Name*
stephanne lim Digitally signed by stephanne lim Date: 2021.12.29 11:31:51 -08'00' 12/29/2021	12.29.21
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Stephanne Lim / MAU2 Supervisor	Mark Jasin Executive VP and General Mgr
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	4001 Worsham Ave Long Beach, CA 90808
Address	*Address*

State of California
California Governor's Office of Emergency Services

PUBLIC SAFETY RADIO GOODS SPECIAL PROVISIONS

TDe-947 (REV. 12/2016)

PUBLIC SAFETY COMMUNICATIONS

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 NPSPAC 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.

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.