

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
PUBLIC SAFETY COMMUNICATION EQUIPMENT
PHASE I
AEROFLEX
MASTER PRICE AGREEMENT
02702**

1. **Scope:** This Participating Addendum covers the purchase of Public Safety Communication Equipment for all State Agencies and will include all California political subdivisions. Depending on the contractor's award, as identified in the Master Price Agreement, the following equipment may be covered: Public Safety Communications Equipment. A political subdivision is defined as any entity that derives its funding from federal, state and/or local government sources. These political subdivisions include: public school districts, state colleges and universities, cities, counties, water conservancy districts, sewer districts, mosquito abatement, etc.

2. **Changes:** Changes to the terms and conditions of the signed Master Price Agreement are as follows:
 - a. The California General Provisions (CAGP), Public Safety Radio Equipment WSCA Contract # 02702, GENERAL PROVISIONS – INFORMATION TECHNOLOGY, *Revision 3/14/06 (GSPD-4011T based on 10/03/2005 standard)* which includes Public Safety Radio Goods Special Provisions (TD-947 Rev. 10/05) as attached, become a part of this Participating Addendum.

 - b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA State of Washington, Statewide Contract, packaging, invoices, catalogs, brochures and technical data sheets. The Order of precedence shall be:
 - 1) executed participating addendum(s);
 - 2) the terms and conditions of the Master Price Agreement;
 - 3) exhibits to the Master Price Agreement;
 - 4) the list of products and services contained in the purchase order;
 - 5) the Request for Information (or similar) document; and Contractor's Response to the Request for Information (or similar document).

 - c. State of Washington, Statewide Contract cover page, is hereby modified as follows: "Original Award Date" changed to "Effective Date _____".

 - d. The State may terminate this contract at any time upon one-month prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract 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.

 - e. At the State's sole option, the Department of General Services (DGS) reserves the right to invoke negotiations pursuant to Public Contract Code Section 6611, in accordance with existing guidelines and procedures adopted by the Department of General Services.

3. **Reports & Administrative Fee:** A report shall be submitted to the California Contract Administrator for all California purchases providing the following information:

Agency Name, Purchase Order Number, Purchase Order Date, Total Purchase Order Amount, WSCA Administrative Fee Dollar Amount, Agency Contact Name, Agency Address, Agency Telephone Number, Total Dollars for the quarter.

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The Contractor shall submit a check, in addition to the report, payable to the State of California, Contract Administrator for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the quarterly period. Reports and fee delivery will be in accordance with the following schedule. Payment of the administrative fee by Contractor shall be made to DGS irrespective of reimbursement by each participating entity. This fee shall be included as an adjustment to the Contractor's WSCA pricing and not invoiced to the purchasing entity. The discount reduction cannot be more than the California administrative fee.

Calendar Quarter 1 (JAN 1 to MAR 31)	Due APR 30
Calendar Quarter 2 (APR 1 to JUN 30)	Due JUL 31
Calendar Quarter 3 (JUL 1 to SEP 30)	Due OCT 31
Calendar Quarter 4 (OCT 1 to DEC 31)	Due JAN 31

The administrative fee check and report should be submitted to the following address:

Theresa LeClaire
Department of General Services
Procurement Division
Multiple Award Program
707 Third Street, 2nd Floor, West Sacramento, CA 95605

4. The primary state government contact for this Participating Addendum is as follows:

**Department of General Services
Procurement Division
Multiple Award Program
707 Third Street, 2nd Floor, West Sacramento, CA 95605
Contact: Theresa LeClaire
E-mail: Theresa.leclaire@dgs.ca.gov
Phone: (916) 375-4383
Fax: (916) 375-4663**

5. The primary Aeroflex customer contact for this Participating Addendum is as follows:

Aeroflex

Address: _____

Contact: _____

E-Mail: _____

Phone: _____

Fax: _____

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6. Price Agreement Number: The price agreement number for the Participating State is 02702.

The Master Price Agreement Number must be shown on all purchase orders issued against this Agreement.

This Participating Addendum and the WSCA Master Price Agreement, Number 02702, (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 Participating Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Price 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 Participating Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

7. Effective Dates: This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the Termination Date of the Master Price Agreement, unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

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

State of California:

Aeroflex:

By: _____

By: _____

Name: Rita Hamilton

Name: _____

Title: Deputy Director

Title: _____

Date: _____

Date: _____