STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-16-58-15
AMENDMENT NO. 2

Public Safety Communication Equipment-Radio
Washington NASPO ValuePoint Master Agreement No. 06913
RELM Wireless Corporation (Contractor)

The parties hereto mutually agree to amend Participating Addendum No. 7-16-58-15 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.

Section 15. Contract Management, subparagraph C. is amended to now read as follows:

C. 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

Section 19. Authorized Resellers is added as follows:

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 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 contract. Contractors shall notify the State of any deleted

Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.

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.

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	RELM Wireless Corporation
Agency Name	*Contractor Name*
5/30/18	5/1/18
Signature of Authorized Signer — *Date Signed*	*Signature of Authorized Signer* — *Date Signed*
for Angela Shell, Deputy Director	Shari Sharp Director of Business Ops.
Printed Name and Title of Authorized Signer	*Printed Name and Title of Authorized Signer*
707 Third Street West Sacramento, CA 95605	7100 Technology Drive West Melbourne, FL 32904
Address	*Address*

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-16-58-15
AMENDMENT # 1

Public Safety Communication Equipment-Radio
Washington NASPO VALUEPOINT Master Price Agreement No. 06913
RELM Wireless Corporation (Contractor)

The Parties hereto mutually agree to amend Participating Addendum Number **7-16-58-15** as follows:

1. **Term:**

   Participating Addendum term is extended from June 30, 2016 to June 30, 2018.

All other terms and conditions shall remain the same.

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

STATE OF CALIFORNIA		RELM Wireless Corporation	
By:	[signature]	By:	[signature]
Name:	Jim Butler	Name:	Shari Sharp
Title:	Deputy Director	Title:	Director of Business Operations
Date:	6/30/16	Date:	6-30-16

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-16-58-15

Public Safety Communication Equipment-Radio
Washington NASPO VALUEPOINT Master Price Agreement No. 06913
RELM Wireless Corporation (Contractor)

This Participating Addendum Number **7-16-58-15** is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and RELM Wireless Corporation (hereafter referred to as "Contractor") under the lead State of Washington NASPO ValuePoint Cooperative Purchasing Organization Master Price Agreement Number 06913.

1. Scope

A. This Participating Addendum covers the purchase of Public Safety Communication Equipment-Radios under the State of Washington NASPO ValuePoint Master Price Agreement Number 06913. The NASPO ValuePoint Master Price Agreement is hereby incorporated by reference and shall apply to the purchase of goods and services made under this Participating Addendum.

B. This Participating Addendum is available for use by all State Departments and California political subdivisions/local governments. A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.

C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the NASPO ValuePoint Master Price 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, 2016, or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the Master Price 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.

3. Mandatory Statewide Contracts

Product and service categories that are available on mandatory California statewide contracts for Public Safety Communication Equipment contract cannot be purchased from this Participating Addendum by State Departments without an exemption. State Departments are responsible for obtaining an exemption from CAL OES Governor's Office of Emergency Services prior to issuing a purchase order.

This restriction is not applicable to political subdivisions/local governments.

4. Terms and Conditions

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. These include:

A. General Provisions – Information Technology, GSPD401IT, effective 11/27/2013. The twelve page document can be viewed at: http://www.documents.dgs.ca.gov/pd/poliproc/gspd401IT13_1127.pdf
B. Attachment A, Public Safety Radio Goods Special Provisions TDe-947 (REV. 02/2015).

5. 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 7-16-58-15
B. State of Washington NASPO ValuePoint Master Price Agreement Number 06913

6. Available Product(s) and Services

This Participating Addendum includes the following product and service category:

- 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

7. Disallowed Products and Services

A. All product and service categories available on the Mandatory Statewide Public Safety Contracts are excluded from this Participating Addendum.

B. These restrictions do not apply to political subdivisions/local governments.

8. Price List

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 maintain a website dedicated to this Participating Addendum which contains the State-approved Price List.

D. Contractor shall submit a written notice of price increases/decreases and a revised Price List for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.

E. A State-approved Price List will be posted on the CaleProcure website.

9. 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 State of 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 prior to updating the Contractor's dedicated website for this Participating Addendum.

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.

10. Servicing 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. As the prime contractor, contractor is responsible for reports and fees required by the terms and conditions of the WSCA/NASPO Master Price Agreement and State Participating Addendum.

C. Subject to the approval of the State, subcontractors may be added or deleted at any time during the contract term.

D. Contractor shall submit a subcontractor list identifying the name, address, phone number and email of authorized subcontractors to the State's Contract Administrator for the State's approval prior to updating its California specific contract website.

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. A User Instructions guide will be prepared and administered by the State Contract Administrator.

12. Invoicing

The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

13. 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 A.

B. The report is due even when there is no activity.

C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@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 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 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

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

H. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

14. Administrative Fee

A. Contractor shall submit a check, payable to the State of California, remitted to the Department of General Services, Procurement Division, Masters Unit 2 for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.

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: Master Unit 2
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 Price 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.

15. Contract Management

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

Contractor:	RELM Wireless Corporation
Name:	Shari Sharp
Phone:	321/9837952
Fax:	321/676-4403
E-Mail:	ssharp@relm.com
Address:	7100 Technology Drive West Melbourne, FL 32904

B. Should Contractor Contract Manager Information change, the Contractor will provide written notice with the updated information to the State Contract Administrator no later than ten business days after the change.

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

Name:	Cynthia Okoroike
Phone:	(916) 375-4389
Fax:	(916) 375-4663
E-Mail:	cynthia.okoroike@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

D. Should State Contract Administrator information change, the State will provide written notice with the updated information to the Contractor Contract Manager no later than ten business days after the change.

16. 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.

17. 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.

18. Agreement

A. This Participating Addendum and the Master Price 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 Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Price 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 Price 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 Price Agreement Number 06913, 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		RELM Wireless Corporation	
By:		By:	Shari Sharp
Name:	Jim Butler	Name:	Shari Sharp
Title:	Deputy Director	Title:	Director of Business Operations
Date:	March 25, 2016	Date:	3/3/16

Attachment A

State of California
California Governor's Office of Emergency Services
PUBLIC SAFETY RADIO GOODS SPECIAL PROVISIONS
TDe-947 (REV. 02/2015)

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 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.

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. 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.