STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-26-99-57-01
AMENDMENT 1

RESCUE AND PUBLIC PROTECTION EQUIPMENT
South Carolina NASPO ValuePoint Master Agreement Number 4400038604
Safeware, Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-26-99-57-01 as follows:

1) Agreement is extended from December 22, 2026, to December 22, 2030. **Section 2. TERM, subparagraph A** is revised to read as follows:

   A. The term of this Participating Addendum shall begin upon signature approval by the State and will end December 22, 2030, or upon termination by the State, whichever occurs first.

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

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

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Safeware, Inc.
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2026.10.21 12:20:58 -07'00' 10/21/2026	Diana M Hyatt 10/15/206
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Diana Hyatt, Assistant Secretary
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	4403 Forbes Boulevard Lanham, MD 20706
Address	*Address*

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-26-99-57-01

RESCUE AND PUBLIC PROTECTION EQUIPMENT
South Carolina NASPO ValuePoint Master Agreement Number 4400038604
Safeware, Inc. (Contractor)

This Participating Addendum Number 7-26-99-57-01 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Safeware, Inc. (hereafter referred to as "Contractor") under the lead state of South Carolina NASPO ValuePoint Master Agreement Number 4400038604.

1. SCOPE

A. This Participating Addendum covers the purchase of products under the South Carolina NASPO ValuePoint Master Agreement. The South Carolina NASPO ValuePoint Master Agreement is hereby incorporated by reference. Product 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 South Carolina NASPO ValuePoint Master 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 December 22, 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 up to 120 days 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) Non-Information Technology - General Provisions - Goods, DGS PD 401-NITGP (Goods), effective 2/20/2025

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 7-26-99-57-01
2) South Carolina NASPO ValuePoint Master Agreement Number 4400038604

5. AVAILABLE PRODUCTS

A. The following category offerings from the South Carolina NASPO ValuePoint Master Agreement Number 4400038604 are allowed under this Participating Addendum:

1) Category 1 - Rescue Equipment
2) Category 2 - Hazmat Equipment
3) Category 3 - Intervention Equipment
4) Category 4 - Decontamination Equipment

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

A. The following product and service offerings are prohibited for state agencies under this Participating Addendum.

1) Training
2) Services

B. 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.

7. PRICING

A. Contractor's pricing is outlined in the NASPO ValuePoint Master Agreement Number 4400038604.

B. The NASPO ValuePoint Master Agreement employs a minimum percent (%) discount off the Manufacturer Suggested Retail Price (MSRP) for each category. Category and volume discounts will remain firm for the entire term of the agreement, including extension periods. However, Contractor may offer lower pricing on a per order basis to ordering agencies.

C. In the event a product falls into two or more categories, the highest category or volume discount will be applied.

D. Contractor shall provide written notice to the State Contract Administrator of any pricing adjustments approved by the state of South Carolina.

E. Contractor shall not add new categories under this Participating Addendum that were not originally included in the NASPO ValuePoint Master Agreement.

F. Contractor shall provide a link for Contractor's NASPO ValuePoint electronic catalog to the State Contract Administrator. The catalog must provide products and pricing information including but not limited to:

1) Manufacturer Part Number or Item Number
2) Item Description
3) List Price (MSRP)
4) Discount off List Price
5) Volume Discount off List Price
6) Contract Price

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 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 State approval, Authorized Resellers may be added every six months during the term of the Participating Addendum. Contractors shall notify the State in writing of any requests to remove Authorized Resellers or change current Authorized Resellers' information at any time. The State reserves the right to remove Authorized Resellers with written notice to the Contractor.

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. The list of 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 executed under this Participating Addendum shall include the Participating Addendum Number 7-26-99-57-01.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

A. State agencies are required to report purchases made within the product categories identified 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 within thirty (30) days after receipt of order, or 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 will be made in accordance with General Provisions – Non-Information Technology Goods (DGS PD-401 Non-IT Goods) Paragraph 30 (Required Payment Date).

B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The 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 monthly basis detailing all invoiced California ordering agency purchases. A usage report is due even when there is no activity.

B. A report template will be provided by the State Contract Administrator to the Contractor upon award and shall contain, but will not be limited to, the data elements identified below:

1) Ordering Agency Name
2) State / Local Spend
3) Purchase Order
4) Order Date
5) Category
6) Manufacturer Part Number (OEM #)
7) Item Description
8) Unit of Measure
9) Quantity
10) List Price / MSRP
11) Contract Unit Price
12) Extended Contract Price Paid
13) Index Date / Catalog Version

C. The State Contract Administrator reserves the right to require the Contractor to provide additional order information, including copies of purchase order documents, during the term of the Participating Addendum.

D. Reports shall be provided using the report template, in Excel format only, and submitted electronically to the DGS Cooperatives mailbox (PDCooperatives@dgs.ca.gov).

E. 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.

F. Tax must not be included in the report, even if it is on the purchase order.

G. Reports are due by the 15th day following the ending of the reporting period (previous calendar month). Note: If the due date falls on a Saturday or Sunday, the report will be due on the following Monday.

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

I. 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 monthly reporting period less freight, taxes, returned products and credits. (For example, if the net invoiced sales for the reporting period 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 by the 15th day following the ending of the reporting period (previous calendar month). Note: If the due date falls on a Saturday or Sunday, the administrative fee payment will be due on the following Monday.

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:	Jason Swazey
Phone:	(520) 279-4528
Email:	jswazey@safewareinc.com
Address:	Safeware, Inc. Attn: Jason Swazey 4403 Forbes Boulevard Lanham, MD 20706

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

State	Contract Administrator
Name:	Maureen Seiferling
Phone:	(279) 946-8226
Email:	maureen.seiferling@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

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 thirty (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 this Participating Addendum, Contractor agrees to offer the same products/services available on the South Carolina NASPO ValuePoint Master Agreement Number 4400038604, at prices equal to or lower than the prices on that agreement.

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		Safeware, Inc.	
Agency Name		*Contractor Name*	
Julie Matthews Digitally signed by Julie Matthews Date: 2026.06.26 10:21:49 -07'00'	06/26/2026		06/08/2026
Authorized Signature	*Date Signed*	*Authorized Signature*	*Date Signed*
Julie Matthews, MAU2 Supervisor		Rick Bond, Chief Revenue Officer	
Printed Name/Title of Person Signing		*Printed Name/Title of Person Signing*	
707 Third Street West Sacramento, CA 95605		4403 Forbes Boulevard Lanham, MD 20706	
Address		*Address*	

Attachment A – Usage Report

Usage Report (Template Key)

Contract Number:	7-26-99-57-01
Contractor:	Safeware, Inc.
Reporting Period:	Month, Year
Report Value:	
Administrative Fee:	

Column Number	Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K	Column L	Column M
Column Name	Ordering Agency Name	State / Local Spend	Purchase Order	Order Date	Category	Manufacturer Part Number (OEM #)	Item Description	Unit of Measure	Quantity	List Price / MSRP	Contract Unit Price	Extended Contract Price Paid	Index Date / Catalog Version
Description	State Agency or Local Government name as described on the purchase document	Identify ordering agency as a "State" or "Local" government entity, as applicable.	Ordering agency's unique purchase order or service contract number associated with item(s) purchased.	Date the ordering agency placed the order.	Category / Group for each line item (commodity/service) that includes Contractor respective percent/volume discount off MSRP. Equipment categories include rescue, hazmat, intervention or decontamination. This identifier should match the identifier provided in the Contractor's specific Control Set	Manufacturer's unique identifier for the line item.	Information about commodity/service purchased. Narrative should be descriptive enough to validate consistency with the Category/ Group ID stated in Column E	Packaging unit descriptor (i.e. each, box, dozen, case, lbs, pallet etc.).	Quantity purchased for each line item. All returned items are reported as a negative number. For service contracts, identify term in months.	An independently verifiable public price (MSRP) available to the general public. When providing usage reports, this information should reflect list prices at time of order.	This is the price paid for given line item	Total Price (Quantity X Contract Unit Price); (Column J x Column L)	Price or catalog effective date. Helps DGS track index price changes (historical frame of reference)
Format	Text	Text	Variable Characters	Date	Variable Characters	Variable Character	Variable Character	Variable Character	Number	Currency	Currency	Currency	Date / Variable Character
Example	Los Angeles Fire Department	Local	2832820	4/30/2026	Rescue	3M-DBI-SALA-100011	DBI-SALA ExoFit NEX Safety Harness	EA	5	$300.00	$123.00	$615.00	7/19/2025
Example	Office of Emergency Services	State	2832821	4/30/2026	Decontamination	DQE-Em-Decon-Shower-153410	DQE Emergency Decontamination Shower System	EA	1	$12,000.00	$4,920.00	$4,920.00	7/19/2025
Example	CALFIRE	State	2832822	4/30/2026	Hazmat	Blackline-Safety-G8-PGD-50010	G8 Portable Gas Detector	EA	2	$1,150.00	$471.50	$943.00	7/19/2025

ATTACHMENT A
Usage Report: Rescue and Public Protection Equipment

Contract Number:	7-26-99-57-01
Contractor:	Safeware, Inc.
Reporting Period:	Month, Year
Report Value:	$0.00
Administrative Fee:	$0.00
Administrative %:	*1.25%*

Ordering Agency Name	State / Local Spend	Purchase Order	Order Date	Category	Manufacturer Part Number (OEM #)	Item Description	Unit of Measure	Quantity	List Price / MSRP	Contract Unit Price	Extended Contract Price Paid	Index Date / Catalog Version