

**PARTICIPATING ADDENDUM (Amendment #1)**  
**NASPO ValuePoint COOPERATIVE**  
**PURCHASING ORGANIZATION**  
**FOR Police Radar, Lidar, Parts & Equipment**  
**Between Kustom Signals, Inc.**  
**and**  
**The State of Alaska**  
**Alaska Contract Number: W2012-RADAR0004**  
**Master Agreement No. MA01611**

This Participating Addendum will add the State of Alaska as a Participating State to purchase from the NASPO Value Point (formerly WSCA-NASPO) Price Agreement, Number MA01611, Kustom Signals, Inc.

1. **Scope:** Unless otherwise defined, all capitalized terms in this Participating Addendum shall have the meanings ascribed to them in the NASPO Value Point Wireless Communication Services and Equipment Master Price Agreement, MA01611 (the "NASPO Master Agreement").

The following are authorized Purchasing Entities under this Participating Addendum: Use of specific NASPO cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

2. **Changes:** No changes are required.
3. **Lease Agreements:** No Leasing Is Authorized Under this Addendum.
4. **Primary Contact:** Participating Entity's primary contact for this Participating Addendum is:

Name: Shavonne Jordan  
Address: P.O. Box 110210  
Juneau, AK 99811-0210  
Telephone: 907 465-5682  
Fax: 907 465-2189  
E-mail: [shavonne.jordan@alaska.gov](mailto:shavonne.jordan@alaska.gov)

5. **Subcontractors:** The following subcontractor(s) are authorized to perform services: NONE
6. **Price Agreement Number:** All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include NASPO Master Agreement number: MA01611 and Alaska Contract Number: W2012-RADAR0004.
7. **Purchase Orders:** All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the NASPO Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the NASPO Master Agreement.

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8. **Administrative Fee:** Contractor agrees to provide an administrative fee to the State of Alaska.

- (a) Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to 1.8% of the net sales for the quarterly period.
- (b) Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
- (c) The Administrative fee shall not be included as an adjustment to the Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.
- (d) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section  
State of Alaska  
Department of Administration  
Division of General Services  
PO Box 110210  
Juneau, AK 99811-0210

(e) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

(f) Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30)	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31)	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31)	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30)	Jul 31

(g) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact person listed on this PA.

9. **Order of Precedence:** The parties acknowledge and agree that:

- (a) In the event of a conflict between the terms contained in the NASPO Master Agreement and this Participating Addendum, the terms and conditions of this Participating Addendum will control as between Contractor and the Participating Entity; and

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(b) This §8 specifically supersedes §5 of the NASPO Master Agreement

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

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

Mary Beiriger 4/20/16  
Mary Beiriger Date  
Contract Administration  
Kustom Signals, Inc.  
[mbeiriger@kustomsignals.com](mailto:mbeiriger@kustomsignals.com)  
(800)458-7866

Shavonne Jordan 4/20/16  
Shavonne Jordan Date  
Contracting Officer  
State of Alaska  
[shavonne.jordan@alaska.gov](mailto:shavonne.jordan@alaska.gov)  
(907) 465-5682