

**PARTICIPATING ADDENDUM**



**PUBLIC SAFETY VIDEO SYSTEMS**

Led by the State of Oklahoma

Master Agreement #: OK-MA-145-020

Contractor: **APPLIED CONCEPTS, INC. DBA  
STALKER RADAR**

Participating Entity: **STATE OF GEORGIA**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

**Master Agreement Terms and Conditions:**

1. **Scope:** This addendum covers the Public Safety Video Systems (Body Camera’s) solicitation led by the State of Oklahoma for use by state agencies and other entities located in the Participating State authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Georgia. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jan Achilles
Address:	855 E Collins Blvd
Telephone:	800.782.5537 ext. 191 or Direct-972-801-4891
Fax:	(972) 398-3781
Email:	jana@a-concepts.com

Participating Entity

Name:	Ms. Lisa Eason
Address:	200 Piedmont Avenue, Suite 1308W
Telephone:	404-657-4322
Fax:	N/A
Email:	Lisa.Eason@doas.ga.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

This agreement is modified to incorporate the State of Georgia Participating Addendum.

Lease Agreements: ***“Reserved”***.

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of *Georgia*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor’s dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.



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**PARTICIPATING ADDENDUM**

STATE OF GEORGIA

FOR

**NASPO VLAUEPOINT PUBLIC SAFETY VIDEO SYSTEMS**

**(BODY WORN VIDEO, IN CAR VIDEO, AND RELATED STORAGE SOLUTIONS)**

**Master Agreement #: OK-MA-145-010**

**DEFINITIONS AND GENERAL INFORMATION**

“**DOAS**” means the Department of Administrative Services of the State of Georgia.

“**State**” means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.

“**Purchase Instrument**” means the documentation issued by the Agency or User Agencies to the Contractor for the purchase of goods and services, in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the equipment and services, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.

“**Statewide Contract (SWC)**” or “**Contract**” means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.

These documents shall be read to be consistent and complementary. The SWC is comprised of the NASPO Valuepoint Master Agreement, the lead state’s solicitation, the state of Georgia’s PA.

“**User Agency**” or “**User Agencies**” means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

The Parties Agree as follows:

1. The State of Georgia and participating agencies agree to disregard any terms contained in Master Agreement #: OK-MA-145-015 documents that conflict with this Addendum.
2. Confidentiality and Nondisclosure. The Agreement is subject to public disclosure. All provisions of the Agreement regarding confidentiality or nondisclosure are subject to the Georgia Open Records Act and other applicable laws.

3. Choice of Law & Choice of Forum. Both the rights and obligations of the Parties and this Agreement as well as any dispute, claim, or controversy arising out of or relating to this Agreement shall, in all respects, be established, interpreted, construed, enforced and governed by and under the laws of the State of Georgia, without regard to any provision governing conflicts of law. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
4. Subject to Applicable Law. This Agreement is entered into pursuant to O.C.G.A. § 50-5-50 et seq. As a public entity, all of User Agency's obligations are subject to any applicable laws.
5. Alternative Dispute Resolution. No method of mandatory alternative dispute resolution shall apply to any dispute, claim, or controversy arising out of or relating to this Agreement.
6. DOAS Participation in Contract Disputes. Consistent with its statutory authority, DOAS is acting solely in a representative capacity and on behalf of User Agencies. Accordingly, DOAS is not a party to this Agreement, unless DOAS itself makes a purchase pursuant to the Agreement, and need not be joined as a party to any dispute that may arise out of this Agreement. With regard to this Agreement, the officers, agents and employees of DOAS are acting solely in their official capacity and need not be joined as a party to any dispute that may arise out of this Agreement.
7. Notices. In addition to any other obligations the parties may have regarding notice, all notices or other communications regarding termination, material breach, modification, or audit of this Agreement, or a license covered by this Agreement shall be copied to DOAS at the following address.

INSERT ADDRESS AND CONTACT INFO FOR DOAS:

Dr. Carl Hall  
Department of Administrative  
Services of Georgia 200 Piedmont  
Avenue SE Suite 1308, West Tower  
Atlanta, GA 30334

8. Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto (including User Agencies), and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

9. Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
10. Contractor's Indemnification Obligation. The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from all third party claims and, in connection with such claims, pay any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgements, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
- (i) Any breach of the Statewide Contract;
  - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
  - (iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under the Statewide Contract;
  - (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Statewide Contract;
  - (v) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;
  - (vi) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
  - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
  - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
  - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
  - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.
11. Assignment. Except as set forth below, neither party may assign or transfer this Agreement, or any rights regarding either, without the prior mutual written consent of DOAS and CONTRACTOR. Reference Georgia Procurement Manual Section 7.6.4. Any attempted assignment, delegation or transfer in derogation of this Paragraph shall be null and void.
- If a User Agency is reorganized such that certain operations or functions are transferred

from User Agency to a different governmental entity, then in connection with such reorganization, User Agency may, upon written notice to Contractor, transfer licenses to another governmental entity provided that the transferee is performing some substantially similar business and/or operational functions as the original User Agency. Both entities shall execute such paperwork as Contractor may reasonably require.

12. **Interpretation.** Any question of interpretation or construction shall not be resolved by any rule providing for interpretation or construction against the party who causes the uncertainty to exist or against the drafters of the Agreement.
13. **Headings.** The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of this Agreement.
14. **Publicity.** Contractor agrees not to refer to DOAS or User Agencies in such a manner as to state or imply that its services, products or software is endorsed or preferred by User Agencies, the State of Georgia, or any unit of either. The foregoing shall not prohibit Contractor from identifying a User Agency as a customer in a customer list.
15. **Relationship Among Public Entities.** Each User Agency's obligations and liabilities are independent of every other User Agencies' obligations and liabilities. Termination of one User Agency does not constitute grounds for termination of a different User Agency.
16. **Survival of Obligations.** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Agreement shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by clauses relating to: Indemnification, Limitation of Recovery, Audit, and Bankruptcy.
17. **Waiver & Modification.** No waiver of any default by either party shall act as a waiver of a subsequent or different default. Except for updates to Addendum 1 (E300) of the License and Services Agreement No.318314, the provisions of this Agreement may not be modified or waived except by another agreement in writing executed by authorized representatives. A User Agency and Contractor may modify the provisions of the agreement only to the extent applicable to said User Agency's purchase. Additional terms and conditions as may be contained in any User Agency's purchase order or document shall not be applicable unless specifically agreed to in writing and signed by both parties.
18. **Anti-Indemnification & Anti-Representation.** Any provision in the Agreement is void to the extent it imposes an obligation upon DOAS or a User Agency that would properly be characterized as an indemnity. DOAS and User Agencies makes no representations or warranties to Contractor, and any language to the contrary is void.
19. **Statute of Limitations.** Any provision in the Agreement is void to the extent that it modifies the statute of limitations or alters the time period within which an action must be brought.

20. Non-appropriations. Pursuant to O.C.G.A. § 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that User Agency cannot fulfill its obligations under the Agreement, which determination is at User Agency's sole discretion and shall be conclusive.
21. Users. A User Agency has no liability for any acts or omissions of any person that User Agency allows to use the software, unless such acts or omissions are within the scope of that person's employment or have been properly authorized by User Agency.
22. Privacy. As used in this paragraph, the term 'data' means any information regarding any person or entity other than a User Agency that is gathered or acquired by User Agency as a result of the software licensed by User Agency being used. Except to the extent fully disclosed in writing (e.g., a privacy policy or the documentation), or to the extent disclosed to provide technical support from Contractor or an Contractor authorized partner or as a result of User Agency's users or named users commanding release or authorizing access or distribution of data by manipulation of the Products, Contractor represents that Software will not provide any entity other than Contractor with any data. Notwithstanding anything to the contrary, Contractor agrees (i) not to use or retain data for any purpose other than performing this contract, except to the extent that using or retaining state data is incidental to providing technical support, system optimization or contract administration, such as financial, administrative, cost or pricing, and (ii) not to sell, trade, or otherwise release data. Upon request, Contractor shall provide written confirmation of compliance with this clause. Contractor agrees that User Agency has no adequate remedy at law for a violation of Contractor's obligations under this paragraph. User Agency must obtain written approval from Contractor prior to the exchange of any personally identifiable information.
23. Bankruptcy
- (i) Reserved,
  - (ii) Rejection of Executory License. The Parties agree that the Software is "intellectual property" as defined in Section § 101(35A) of the U.S. Bankruptcy Code. Upon the filing by Contractor of a petition in bankruptcy or insolvency or upon any other proceeding or action by or against the Contractor under the relevant law on insolvency or bankruptcy, this Agreement and the Authorized EULAs shall be governed by Section 365(n) of the U.S. Bankruptcy Code. If any person seeks to reject this Agreement pursuant to bankruptcy law, User Agency shall have the option of using the software for either the original term of the license granted or a period of five years after rejection is requested.
24. Rights to Software or Database developed by User Agency. Nothing in this Agreement shall be construed to give Contractor any rights with regard to computer programs developed independently and without the use of Contractor supplied software or services by User Agency, regardless of whether or not such programs are connected to or are functionally similar, in whole or part, to

software. Nothing in this paragraph grants a User Agency any rights to Contractor's intellectual property or to any derivative works.

25. Drug-free Workplace. Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

26. Debarred, Suspended, and Ineligible Status. Contractor certifies that, at the time of execution of this agreement, Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.I Subpart 9.4.

27. Certification Regarding Sales and Use Tax. By executing the Contract, Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. Contractor also acknowledges that the State may declare the Contract void if the above certification is false. Contractor also understands that fraudulent certification may result in the DOAS or its representative filing for damages for breach of contract.

28. Taxes. User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification



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 Led by the State of **Oklahoma**

regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.

29. Compliance with O.C.G.A. § 50-5-85 Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.
30. Administrative Fee and Sales Reporting Submission. Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires each supplier to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is **1.5%**. All Contractors must agree that the Fee will not be identified separately from the product and/or service pricing offered to Authorized Users wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded Contractor and remitted to DOAS in accordance with the following paragraphs.
31. Quarterly Sales Report The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Supplier Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:

<i>DOAS' Fiscal Quarters</i>	<i>Months</i>	<i>Contractor's Quarterly Sales Report Due Date</i>	<i>Contractor's Payment Due Date (In Response to DOAS generated Invoice)</i>
<i>Quarter 1</i>	<i>July 1<sup>st</sup> – September 30<sup>th</sup></i>	<i><u>October 20<sup>th</sup></u></i>	<i><u>November 15<sup>th</sup></u></i>
<i>Quarter 2</i>	<i>October 1<sup>st</sup> – December 31<sup>st</sup></i>	<i><u>January 20<sup>th</sup></u></i>	<i><u>February 15<sup>th</sup></u></i>
<i>Quarter 3</i>	<i>January 1<sup>st</sup> – March 31<sup>st</sup></i>	<i><u>April 20<sup>th</sup></u></i>	<i><u>May 15<sup>th</sup></u></i>
<i>Quarter 4</i>	<i>April 1<sup>st</sup> – June 30<sup>th</sup></i>	<i><u>July 20<sup>th</sup></u></i>	<i><u>August 15<sup>th</sup></u></i>
			<i>30 DAYS FOLLOWING TERMINATION OF SWC</i>

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace, including the Contractor's most up-to-date Invoice Contact Name (Billing Contact), Contractor Billing Address, and Contractor Billing E-Mail. In the event that no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Contractor Portal of Team Georgia Marketplace. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through Electronic Funds Transfer (EFT).

By submission of these reports and corresponding Supplier payments, Contractor is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Contractor via electronic funds transfer (EFT).

(i). Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

In no event shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled and all Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

(ii). Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Contractor shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.



(iii). Late Payment Fee. In the event DOAS does not receive the Contractor’s payment of the Fees on or before the Contractor’s Payment Due Date, the parties agree the Contractor must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$$\begin{aligned} &(\text{Administrative Fee Amount Due}) \times (18\%) = X \\ &X / 365 \text{ (366 for leap years)} = Y \\ &Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed} \end{aligned}$$

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS’ receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Supplier makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor’s discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund or credit the overpayment amount to the Contractor no later than thirty (30) days’ following DOAS’ receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Contractor’s overpayment of Fees.

32. Product Recall. In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.
33. Marketing. The Contractor must agree to outline a marketing plan which address strategies to introduce new Authorized Users to the statewide contract, and retain the existing Authorized Users. Contractor should include their response as an Exhibit when responding to this agreement.
34. Billings. If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract. The Contractor shall not assess an overdue account charge of any amount to DOAS or User Agencies for balance(s) 30 days or more outstanding.

35. Delay of Payment Due to Contractor's Failure. If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.
36. Amendments. The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.
37. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.
38. Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
39. Warranty – Nonconforming Goods. All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.
40. Compliance with Federal Safety Acts. Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the

Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

41. Use of Name or Intellectual Property. Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
42. Record Retention and Access. The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
43. Data Location. The Contractor will not store any non-public data of the Agency and/or User Agency outside the US except to provide end user services outside the US. Contractor will provide its services to Agency and/or User Agency and its end users solely from data centers in the U.S. Storage of Agency and/or User Agency data at rest will be located solely in data centers in the U.S. Contractor shall not allow its personnel or contractors to store Agency and/or User Agency data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Contractor will permit its personnel and sub-contractors to access Agency and/or User Agency remotely only as required to provide technical support. Contractor will process Agency and/or User Agency data outside its US facilities only to provide services to end users of Agency and/or User Agency located outside the U.S.
44. Public Records. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

45. Immediate Termination. Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
- (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
  - (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
  - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
  - (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
46. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:
- (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;
  - (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
  - (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
  - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

- (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
  - (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or
  - (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.
47. Notice of Default. If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:
- (i) Immediately terminate the Statewide Contract without additional written notice; and/or
  - (ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
  - (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.
48. Termination Upon Notice. Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.
49. Termination Due to Change in Law. The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
  - (ii) The Agency's duties are substantially modified.
50. Payment Limitation in Event of Termination. In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and

proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

51. The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:

- (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;
- (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
- (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;
- (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (iv) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.
- (v) As a result of termination, the Contractor shall not delete any User Agency content during a period of 182 days following termination. During this 182-day period the User Agency may retrieve Agency content only if all amounts due have been paid.

**ENTIRE AGREEMENT.**

This Participating Addendum, including all Exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to the Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by any official of User Agency or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Contractor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.



**PARTICIPATING ADDENDUM**



**PUBLIC SAFETY VIDEO SYSTEMS**

Led by the State of **Oklahoma**

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

Participating Entity: <b>State of Georgia</b>	Contractor: Applied Concepts Inc. dba Stalker Radar
Signature:	Signature: <i>Jan Achilles</i>
Name: Ms. Lisa Eason	Name: Jan Achilles
Title: Deputy Commissioner State Purchasing Division Department of Administrative Services	Title: Sales Administrator
Date:	Date: April 16,2019

For questions on executing a participating addendum, please contact:  
NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@naspovaluepoint.org

*[Please email fully executed PDF copy of this document  
to  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)  
to support documentation of participation and posting in  
appropriate data bases.]*