



POLICE RADAR/LIDAR SPEED
ENFORCEMENT

Led by the State of Washington
State of Utah Contract #: MA546

Master Agreement #: 00218

Contractor: APPLIED CONCEPTS, INC. DBA STALKER

Participating Entity: STATE OF UTAH

Participating Entity Contract #: MA546

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

- Products and accessories **listed** on Master Agreement 00218 as set forth in Exhibit A –Included Police Radar/Lidar Products for the prices set forth in Attachment B: Utah Pricing Guide. (Master Agreement prices found on the NASPO ValuePoint website.)

The following products or services are not included in this agreement:

- Products **not listed** on Master Agreement 00218 as set forth in Exhibit A – Included Police Radar/Lidar Products.

Participating Addendum Terms and Conditions:

1. **Scope:** This addendum covers Police Radar/Lidar Speed Enforcement led by the State of Washington for use by state agencies and other entities located in the State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this PA is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.
2. **Pricing:** The pricing and rates from the Master Agreement shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated. Furthermore, the pricing outlined in Attachment B: Utah Pricing Guide shall be the guaranteed price for the State of Utah's Eligible Users.
3. **Contract Effective Dates:** This PA is effective upon final signature of both parties, and expires upon the expiration or termination of the NASPO ValuePoint Master Agreement # 00218. A contract amendment is not necessary in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.
4. **Order of Precedence:** The order of precedence as provided in the NASPO ValuePoint Master Agreement # 00218 applies to this PA.
5. **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 Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.



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6. Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Police Radar/Lidar Speed Enforcement by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Utah, 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.
8. 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.
9. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

| | |
|------------|---|
| Name: | Jan Achilles |
| Address: | 855 East Collins Boulevard, Richardson, Texas 75081 |
| Telephone: | 800-782-5537, 972-801-4891 |
| Fax: | 972-398-3781 |
| Email: | jana@a-concepts.com |

Participating Entity

| | |
|------------|---|
| Name: | State of Utah |
| Address: | 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 |
| Telephone: | 801-538-3150 |
| Fax: | 801-538-3882 |
| Email: | thodges@utah.gov |

10. ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions will apply to this participating addendum.



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ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GOODS
STATE OF UTAH COOPERATIVE CONTRACTS

This is a State of Utah Cooperative Contract ("State Cooperative Contract") for goods meaning all things (including specially manufactured goods) which are tangible and usually movable. This State Cooperative Contract is the result of a cooperative procurement for the benefit of Eligible Users and may be used by Eligible Users.

1. DEFINITIONS: The following terms shall have the meanings set forth below:

- a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible Users shall have the right to identify, during and after this Contract, additional types of categories of information that must be kept confidential under federal and state laws by Contractor.
- b) "**Contract**" means either: (i) the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference, or (ii) the Solicitation and the Proposal when accepted and signed by the Division. The format of the Contract, as described in the prior sentence, will be at the sole option of the Division. Additionally, the term "Contract" may include any purchase orders issued by the Division that result from this Contract.
- c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor sign.
- d) "**Contractor**" means the individual or entity delivering the Goods identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
- e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
- f) "**Division**" means the State of Utah Division of Purchasing.
- g) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
- h) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
- i) "**Goods**" means all types of tangible personal property (commodities), including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract. To the extent this Contract entails delivery or performance of services (including maintenance, installation, or product support), such services will be deemed "Goods" within the meaning of the Utah Uniform Commercial Code when reasonable to do so.
- j) "**Proposal**" means Contractor's response to the Division's Solicitation.
- k) "**Solicitation**" means the documents used by the Division to obtain Contractor's Proposal.
- l) "**State of Utah**" means the State of Utah, in its entirety, including its departments, institutions, agencies, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- m) "**Subcontractors**" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
- n) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or



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Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This "Status Verification System" requirement, also referred to as "E-Verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or of the State of Utah, unless disclosure has been made to the Division.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Division, Eligible Users, or the State of Utah. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant



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for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the Division and Contractor, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if identified elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Goods ordered prior to date of termination. In no event shall the Division or Eligible Users be liable to the Contractor for compensation for any Good neither requested nor accepted by the Eligible Users. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Division or the Eligible Users for any damages or claims arising under this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Division, if the Division reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the Divisions or the Eligible User's ability to pay Contractor. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered, the Eligible User will reimburse Contractor for the Goods properly ordered until the effective date of said notice. The Division, the Eligible User, and the State of Utah will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SALES TAX EXEMPTION:** The Goods under this Contract will be paid for from the Eligible User's funds and may be used in the exercise of the Eligible User's essential functions. Upon request, the Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
15. **WARRANTY:** Contractor warrants, represents and conveys full ownership, and clear title, free of all liens and encumbrances to the Goods delivered to the Eligible Users under this Contract. Contractor warrants for a period of one (1) year that: (i) the Goods perform according to all specific claims that Contractor made in its Proposal to the Solicitation; (ii) the Goods are suitable for the ordinary purposes for which such Goods are used; (iii) the Goods are suitable for any special purposes identified in the Proposal and the Solicitation; (iv) the Goods are designed and manufactured in a commercially reasonable manner; (v) the Goods are manufactured and in all other respects



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create no harm to persons or property; and (vi) the Goods are free of defects. Unless otherwise specified in the Contract, all Goods provided shall be new and unused of the latest model or design.

Remedies available to Eligible Users under this section include, but are not limited to, the following: Contractor will repair or replace Goods (at no charge to the Eligible User) within ten (10) days of any written notification informing Contractor of the Goods not performing as required under this Contract. If the repaired and/or replaced Goods prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the Eligible User may otherwise have under this Contract.

16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:

- a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

17. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
18. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions, and prices of this Contract.
19. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
20. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
21. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in



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writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

22. **DELIVERY:** Time is of the essence for all deliveries made under this Contract. All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User, except as to latent defects, fraud, or Contractor's warranty obligations. Contractor's failure to provide the Goods by the required delivery date is deemed a material breach of this Contract. Contractor shall be responsible for the customary industry standard in packing and shipping the Goods.

23. **REPORTS AND FEES:**

1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.

3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

| <u>Period End</u> | <u>Reports Due</u> |
|-------------------|--------------------|
| March 31 | April 30 |
| June 30 | July 31 |
| September 30 | October 31 |
| December 31 | January 31 |

4. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

24. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

25. **ACCEPTANCE AND REJECTION:** The Eligible User shall have thirty (30) days after delivery of the Goods to perform an inspection of the Goods to determine whether the Goods conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Goods by the Eligible User.

If Contractor delivers nonconforming Goods, the Eligible User may, at its option and at Contractor's expense: (i) return the Goods for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Goods; or (iii) obtain replacement Goods from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Goods without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Goods. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.



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26. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Goods to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
27. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or by a Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Division, the Eligible User, and the State of Utah from all claims and all liability to the Contractor. The Eligible User's payment for the Goods shall not be deemed an acceptance of the Goods and is without prejudice to any and all claims that the Division, Eligible User, or the State of Utah may have against Contractor. The State of Utah, the Division, and the Eligible User will not allow the Contractor to charge end users electronic payment fees of any kind.
28. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible User, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
29. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Goods, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract, shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
30. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:
 1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.



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4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.

Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

31. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
32. **REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The Division may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the Division may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division or the State of Utah; or (v) demand a full refund of any payment that an Eligible User has made to Contractor under this Contract for Goods that do not conform to this Contract.
33. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The Division may terminate this Contract after determining such delay will prevent successful performance of this Contract.
34. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the Division and the relevant Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Division, the Eligible User, and the State of Utah, including anyone for whom the Division, the Eligible User, or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

35. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be done in writing.
36. **CONTRACT INFORMATION:** During the duration of this Contract, the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies.
37. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers



POLICE RADAR/LIDAR SPEED
ENFORCEMENT

Led by the State of Washington
State of Utah Contract #: MA546

to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.



38. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
39. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
40. **LOCAL WAREHOUSE AND DISTRIBUTION:** If required under the Solicitation, Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice.
41. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division, after consultation with the Eligible User and Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division appoints such an expert or panel, the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); (v) Contractor's terms and conditions that are attached to this Contract, if any; and (vi) Contractor's attachments, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the Division, Eligible Users, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void. Contractor's terms and conditions on its Sales Orders, Invoices, website, etc., will not apply to this Contract.
43. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
44. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the Division's or the Eligible User's right to enforce this Contract with respect to any default of this Contract or defect in the Goods.
45. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised Oct 29, 2018)



POLICE RADAR/LIDAR SPEED
ENFORCEMENT
Led by the State of Washington
State of Utah Contract #: MA546

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

| | |
|---|---|
| Participating Entity: State of Utah | Contractor: Applied Concepts, Inc. dba stalker |
| Signature:  | Signature:  <small>Jan Achilles (Oct 7, 2019)</small> |
| Name: Chris Hughes | Name: Jan Achilles |
| Title: Director of Purchasing | Title: Sales Administrator |
| Date: Oct 7, 2019 | Date: Oct 7, 2019 |

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

| | |
|--------------------------------------|--|
| Cooperative Development Coordinator: | Ted Fosket |
| Telephone: | 859-785-5007 |
| Email: | tfosket@naspovaluepoint.org |

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

Attachment B: Utah Pricing Guide

CONTRACTOR INFORMATION

Applied Concepts Inc. dba Stalker Radar

855 E Collins Blvd, Richardson TX 75081

| | | |
|--|--------|---|
| Contract Administration: | | Primary Contact |
| | Name: | Jan Achilles |
| | Phone: | 800-782-5537 ext 191 |
| | Fax: | 972-398-3781 |
| | Email: | sales@stalkerradar.com ; jana@stalkerradar.com |
| Customer Service / Order Placement: | | Primary Contact |
| | Name: | Pam Schneidewind |
| | Phone: | 972-801-4890 / 800-782-5537 x190 |
| | Fax: | 972-398-3781 |
| | Email: | pams@stalkerradar.com |
| Contractor's Website: | | |
| | | www.stalkerradar.com |
| Federal ID #: | | |
| | | 75-1544925 |
| Physical / Mailing Address: | | |
| | | Applied Concepts, Inc 855 E Collins Blvd, Richardson, TX 75081 |
| Remit To Address: | | |
| | | PO Box 972943, Dallas, TX 75397 |
| Credit Card Acceptance: | | |
| | | American Express, Discover, MasterCard, VISA, P-Cards |
| Minimum Order: | | |
| | | None |
| Delivery Time: | | |
| | | 35 days After Receipt of Order (ARO) |
| Trailers/Pole Mount Display Delivery: | | |
| | | 45 days After Receipt of Order (ARO) |
| Payment Terms: | | |
| | | Net 30 days |
| Shipping Destination: | | |
| | | Freight on Board (FOB) Destination |
| Freight: | | |
| | | Prepaid and Included |

| Part # | Description | Brochure Link | Contract Price |
|-------------|---|---|----------------|
| | DASH MOUNT RADARS: | | |
| 809-0002-00 | Stalker Patrol K Band, 2-Antenna | https://www.stalkerradar.com/law_patrol.php | \$ 1,488 |
| 809-0001-00 | Stalker Patrol K Band, 1-Antenna | | \$ 1,388 |
| 805-0022-00 | Stalker Dual SL Ka Band, 2-Antenna | https://www.stalkerradar.com/law_dual.php | \$ 2,184 |
| 805-0021-00 | Stalker Dual SL Ka Band, 1-Antenna | | \$ 1,868 |
| 806-0022-00 | Stalker DSR Ka Band, 2-Antenna | https://www.stalkerradar.com/law_dsr.php | \$ 2,884 |
| 806-0021-00 | Stalker DSR Ka Band, 1-Antenna | | \$ 2,284 |
| 807-0001-00 | Stalker 2X Ka Band | https://www.stalkerradar.com/law_2X.php | \$ 3,074 |
| | | | |
| | HAND-HELD RADARS: | | |
| 803-0005-00 | Stalker II Stationary Directional Radar KA Band | https://www.stalkerradar.com/law_stalkerII.php | \$ 1,444 |
| 803-0002-00 | Stalker II Moving Directional Radar KA Band | https://www.stalkerradar.com/law_stalkerII.php | \$ 2,314 |
| | | | |
| | MOTORCYCLE RADARS: | | |
| 805-0018-00 | Dual 2Ka Compact Display & Remote Control for Harley Davidson Motorcycle | https://www.stalkerradar.com/law_dual.php | \$ 2,596 |
| 805-0019-00 | Dual 2Ka Compact Display & Remote Control for BMW 2015-2017 1200 RT-P Motorcycle | https://www.stalkerradar.com/motorcycle.php | \$ 2,596 |
| 805-0020-00 | Dual 2Ka Compact Display & Remote Control for Honda ST1300 MC | | \$ 2,596 |
| | | | |
| 806-0018-00 | DSR 2Ka Compact Display & Remote Control for Harley Davidson Motorcycle | https://www.stalkerradar.com/law_dsr.php | \$ 3,227 |
| 806-0019-00 | DSR 2Ka Compact Display & Remote Control for BMW 2015-2017 1200 RT-P Motorcycle | https://www.stalkerradar.com/law_dual.php | \$ 3,227 |
| 806-0020-00 | DSR 2Ka Compact Display & Remote Control for Honda ST1300 MC | | \$ 3,227 |
| | | | |
| 807-0003-00 | Stalker 2X Generic Motorcycle | https://www.stalkerradar.com/law_2X.php | \$ 3,414 |
| 807-0004-00 | Stalker 2X Honda ST1300 Motorcycle | https://www.stalkerradar.com/motorcycle.php | \$ 3,414 |
| 807-0006-00 | Stalker 2X Harley Davidson | | \$ 3,414 |
| 807-0008-00 | Stalker 2X 2008-2014 BMW 1200RT-P MC | | \$ 3,414 |
| 807-0009-00 | Stalker 2X 2015 BMW 1200 RT-P Motorcycle | | \$ 3,414 |
| | | | |
| | LIDARS: | | |
| 808-4025-00 | Stalker LIDAR XS - 2000 foot range | https://www.stalkerradar.com/law_x-series_lidar.php | \$ 1,788 |
| 808-5025-00 | Stalker LIDAR XLR - 4000 foot range | https://www.stalkerradar.com/law_x-series_lidar.php | \$ 2,088 |
| 808-6125-00 | Stalker LIDAR RLR w/Bluetooth, Data Logging & Following Too Close - 9000 foot range | https://www.stalkerradar.com/stalker_lidar_rlr.php | \$ 2,388 |
| | | | |

10% discount off List Price on all Radar & Lidar accessories.

| Part # | Product | Model | Contract Price |
|--|---|---|----------------|
| MESSAGE & SPEED TRAILERS: | | | |
| 821-1100-00 | MC 360 (4'x8') w/Solar, Jack, Stats, Wheel Lock | https://www.stalkerradar.com/mc360.php | \$ 19,510 |
| 821-1099-00 | MC 360 (3'x6') w/Solar, Jack, Stats, Wheel Lock | https://www.stalkerradar.com/mc360.php | \$ 16,978 |
| 821-1128-00 | MC360 (4'x8') ALPR Ready | | \$ 21,299 |
| 821-1127-00 | MC360 (3'x6') ALPR Ready | | \$ 18,859 |
| 015-1819-00 | Tongue Jack | | \$ 104 |
| 015-1436-00 | Coupler Lock | | \$ 111 |
| 015-5603-00 | Wheel Lock | | \$ 235 |
| 015-2328-63 | MC360/SAM-R Spare Tire | | \$ 221 |
| 015-5608-00 | MC360 1-Yr Extended Warranty | | \$ 469 |
| SAM TRAILERS: | | | |
| 821-1000-00 | SAM Trailer w/Solar, LEDs, Stats, Wheel Lock | https://www.stalkerradar.com/sam.php | \$ 9,862 |
| 821-0310-00 | SAM-R Trailer w/Solar, LEDs, Stats, Wheel Lock | https://www.stalkerradar.com/sam-R.php | \$ 8,979 |
| 015-1819-00 | Tongue Jack | https://www.stalkerradar.com/sam.php | \$ 104 |
| 015-1436-00 | Coupler Jack | | \$ 111 |
| 015-5576-00 | SAM Spare Tire | | \$ 260 |
| 015-2328-63 | MC360/SAM-R Spare Tire | | \$ 221 |
| 015-2328-61 | White LED Light Bar | | \$ 142 |
| 015-2647-32 | Amber LED light bar | | \$ 142 |
| 015-5607-00 | SAM/SAM-R 1-Yr Extended Warranty | | \$ 313 |
| POLE MOUNT DISPLAYS/TRAFFIC DATA COLLECTORS | | | |
| 829-0002-00 | Stalker PMD Basic w/ Stats | https://www.stalkerradar.com/polemounteddisplay.php | \$ 2,966 |
| 829-0016-00 | Stalker PMD Basic w/Stats, 100W Solar | | \$ 4,110 |
| 829-0026-00 | Stalker PMD Basic w/100W Solar | | \$ 3,564 |
| 829-0005-00 | Stalker PMMD Basic Unit | https://www.stalkerradar.com/polemountedmessage.php | \$ 4,646 |
| 829-0006-00 | Stalker PMMD Basic Unit w/ Statistics | | \$ 1,954 |
| TRAFFIC DATA COLLECTORS: | | | |
| 834-0001-00 | Traffic Data Collector | https://www.stalkerradar.com/trafficdatacollector.php | \$ 2,520 |
| 834-0003-00 | Traffic Data Collector w/30W Solar | | \$ 2,778 |
| 200-1109-00 | TDC Pole Mounting Bracket Kit | | \$ 121 |
| POLE MOUNT GRAPHICAL DISPLAYS | | | |
| 200-1312-00 | Stalker 12" PMG Base Unit | https://www.stalkerradar.com/stalker_PMG.php | \$ 2,950 |
| 200-1315-00 | Stalker 15" PMG Base Unit | https://www.stalkerradar.com/stalker_PMG.php | \$ 3,051 |
| 200-1318-00 | Stalker 18" PMG Base Unit | https://www.stalkerradar.com/stalker_PMG.php | \$ 3,530 |
| 200-1330-30 | PMG 30W Solar Power Package | | \$ 425 |
| 200-1330-50 | PMG 50W Solar Power Package | | \$ 601 |
| 200-1330-00 | PMG 100W Solar Power Package | | \$ 930 |
| 200-1221-00 | 12", 15", 18" PMG Solar Power Controller | | \$ 177 |
| 200-1317-01 | 12", 15" Small Battery Box & Mount | | \$ 303 |
| 200-1046-00 | 18" Large Battery Box & Mounting Kit | | \$ 435 |
| 200-1206-51 | 12" PMG Simulated Flash | | \$ 329 |
| 200-1285-51 | 15" PMG Simulated Flash | | \$ 329 |
| 200-1283-51 | 18" PMG Simulated Flash | | \$ 329 |

| 200-5499-10 | 12" PMG Red/Blue Strobes | | \$ 758 |
|---|-----------------------------------|---|----------------|
| 200-5540-10 | 15" PMG Red/Blue Strobes | | \$ 758 |
| Part # | Product | Model | Contract Price |
| POLE MOUNT GRAPHICAL DISPLAYS CONTINUED... | | | |
| 200-5541-10 | 18" PMG Red/Blue Strobes | https://www.stalkerradar.com/stalker_PMG.php | \$ 758 |
| 200-5499-12 | 12" PMG White Strobe | | \$ 758 |
| 200-5540-12 | 15" PMG White Strobes | | \$ 758 |
| 200-5541-12 | 18" PMG White Strobes | | \$ 758 |
| 200-1206-56 | 12" PMG "YOUR SPEED" Bezel | | \$ 107 |
| 200-1285-56 | 15" PMG "YOUR SPEED" Bezel | | \$ 137 |
| 200-1283-56 | 18" PMG "YOUR SPEED" Bezel | | \$ 253 |
| 200-1206-70 | 12", 15", 18" PMG Wireless Module | | \$ 404 |
| 062-0126-01 | Text and Graphics options | | \$ 1,212 |

COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00218

POLICE RADAR/LIDAR SPEED ENFORCEMENT & SPEED ADVISORY SYSTEMS, PARTS, AND ACCESSORIES

For Use by Eligible Purchasing Entities

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

APPLIED CONCEPTS, INC.

Dated February 20, 2019

COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00218

POLICE RADAR/LIDAR SPEED ENFORCEMENT & SPEED ADVISORY SYSTEMS, PARTS, AND ACCESSORIES

This Cooperative Purchasing Master Agreement (“Master Agreement”) is made and entered into by and between Enterprise Services acting by and through the State of Washington (“Enterprise Services”) and Applied Concepts, Inc., a Texas Corporation (“Contractor”) and is dated and effective as of February 20, 2019.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. See RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.
- C. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). The NASPO ValuePoint purchasing cooperative program is led by state procurement officers from member states. NASPO ValuePoint does not award contracts; rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting master agreements.
- D. Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the ‘lead state’ to conduct a competitive procurement in compliance with that state’s procurement laws and award a master agreement with a contractor for the specified goods or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in that master agreement by executing a Participating Addendum. Until a Participating Addendum is executed by the applicable state (a ‘participating entity’), no agency or other eligible organization (a ‘purchasing entity’) may purchase pursuant to the cooperative purchasing master agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions (e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor, however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.

- E. Enterprise Services, as part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Request For Proposal (RFP) No. 00218 dated November 19, 2018, 2018 regarding Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts, and Accessories (“Police Radar/Lidar Products”). Twelve states indicated an intent to utilize the resulting cooperative purchasing master agreement.
- F. Enterprise Services and a stakeholder team consisting of representatives from Washington, South Carolina, California, and Oklahoma evaluated all responses to the RFP and identified Contractor as an Apparent Successful Offeror.
- G. Enterprise Services determined that entering into this Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.
- H. The purpose of this Master Agreement is to enable Participating or Purchasing Entities to purchase Police Radar/Lidar Products as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Master Agreement is twenty-four (24) months, commencing February 20, 2019 and ending February 19, 2021; *Provided, however*, that this Master Agreement may be extended for an additional thirty-six (36) months by mutual agreement between Enterprise Services and Contractor. Such extension, however, must be agreed to no later than one hundred and eighty (180) days prior to the end of the twenty-four (24) month term. Such extension shall be on the same terms and conditions as set forth in this Master Agreement. Such extension is further conditioned on the requirement that Contractor shall not be in breach of this Master Agreement or suspended for any reason.
2. **PARTICIPANTS AND SCOPE.** This Master Agreement may be utilized under the following conditions:
 - 2.1. **PARTICIPATING ENTITIES.** Contractor may not sell Police Radar/Lidar Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The terms and conditions set forth in the Master Agreement are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, and defaults on Orders.
 - 2.2. **PURCHASING ENTITIES.** Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order or other commitment document against the Master Agreement and becomes financially committed to the purchase.
 - 2.3. **PARTICIPATING ADDENDUM.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive or other process to determine which Master

Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

- 2.4. PURCHASING ENTITY RIGHTS. Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. Contractor will apply the charges and invoice each Participating Entity individually.
- 2.5. PARTICIPATING ADDENDUM CHANGES. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between Enterprise Services and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarket Center; Right to Publish; subsection 10.5, Confidentiality of Detailed Sales Data and Participating Addenda; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.
- 2.6. PARTICIPATING ADDENDUM APPROVAL. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 2.7. RESALE. Resale means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prevent sales of Police Radar/Lidar Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

3. SCOPE – INCLUDED GOODS AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Agreement, Contractor is authorized to sell only those Police Radar/Lidar Products and set forth in *Exhibit A – Included Police Radar/Lidar Products* for the prices set forth in *Exhibit B – Police Radar/Lidar Products Prices*. Contractor shall not represent to any Participating or Purchasing Entity under this Master Agreement that Contractor has contractual authority to sell any Police Radar/Lidar Products beyond those set forth in *Exhibit A – Included Police Radar/Lidar Products*.

- 3.2. ABILITY TO MODIFY SCOPE OF MASTER AGREEMENT. Subject to mutual agreement between the parties, Enterprise Services, acting as the lead state, reserves the right to modify the Police Radar/Lidar Products included in this Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Agreement. In no event shall such modification, if authorized by Enterprise Services, limit the requirement for cooperative purchasing agreements to be subject to competitive procurement.
- 3.3. ECONOMIC ADJUSTMENT. In the event that Enterprise Services and Contractor timely agree to extend the term of this Master Agreement as set forth in Section 1, the Police Radar/Lidar Product prices set forth herein (which are subject to a percentage discount) may be adjusted, annually, to account for changes in the producer price index. Beginning twenty-four (24) months after the effective date of this Master Agreement and for every annual anniversary thereafter, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Agreement commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of November 1st each year. Prices shall be adjusted on December 1st each year. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Agreement will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

| PPI Name | Series ID |
|-----------------------------|-----------|
| Metals and metal products | WPU10 |
| Transportation of freight | WPU3012 |
| Plastic resin and materials | WPU066 |

The PPI adjustment shall be weighted equally between the above three indices.

- 3.4. PRICE CEILING. Although Contractor may offer lower prices to a Purchasing or Participating Entity during the term of this Master Agreement, Contractor guarantees to provide the Police Radar/Lidar Products at no greater than the prices set forth in *Exhibit B – Police Radar/Lidar Products Prices* (subject to economic adjustment as set forth herein). Notwithstanding any provision to the contrary, Contractor is authorized to provide volume discounts to any Purchasing or Participating Entity during the term of this Master Agreement.
- 3.5. PRICE PROTECTION. During the term of this Master Agreement, in the event of any price decreases at the product manufacturer’s level or cost reductions for Police Radar/Lidar Products, Contractor shall notify Enterprise Services within fifteen (15) business days and adjust Police Radar/Lidar Products pricing retroactive to the date of the price decline or cost reduction provided by manufacturer.
- 3.6. MASTER AGREEMENT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Agreement, including scope and pricing, to eligible The Participating Entity.

3.7. **RESALE.** Purchasing Entities may not resell Police Radar/Lidar Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit payments by employees of a Purchasing Entity for Products; sales of Police Radar/Lidar Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. For purposes of this provision, resell means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Agreement and at the time any order is placed pursuant to this Master Agreement. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington and all Participating States, that Contractor possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington and all Participating States.

4.2. **PRODUCT MANUFACTURER AUTHORIZATION.** Contractor represents and warrants that, if Contractor is not the product manufacturer of the Police Radar/Lidar Product, Contractor is a distributor, dealer, or service representative authorized by such product manufacturer to sell such product manufacturer's Police Radar/Lidar Products.

4.3. **CONFORMING PRODUCT LIST.** Contractor represents and warrants that each and all of Contractor's Police Radar/Lidar Products offered pursuant to this Master Agreement (and set forth on Exhibit A) are on the Conforming Products List (CPL) dated August 15, 2018 or, if updated, the most current version of the CPL.

4.4. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.5. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any Police Radar/Lidar Products sold pursuant to this Master Agreement shall be merchantable, shall conform to this Master Agreement and Purchasing Entity's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Participating or Purchasing Entity) any goods whose nonconformance is discovered and made known to the Contractor. If, in Participating or Purchasing Entity's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

- 4.6. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Agreement and the three (3) year period immediately preceding the award of the Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.7. PAY EQUALITY. Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Agreement for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Agreement and any Participating or Purchasing Entity hereunder similarly may suspend or terminate its use of the Master Agreement and/or any agreement entered into pursuant to the Master Agreement.
- 4.8. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor's bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.9. SUBCONTRACTORS. Contractor represents and warrants that is shall incorporate all obligations and understandings of the Master Agreement into any subcontract and require such obligations and understandings flow down to all subcontractors of any tier.
- 4.10. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to The Participating Entity' employees.
- 4.11. MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Agreement with eligible Participating Entities and ensure that those entities that utilize this Master Agreement are eligible Participating Entities. Contractor understands and acknowledges that neither Enterprise Services nor any Participating Entity are endorsing

Contractor's goods and/or services or suggesting that such goods are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, the State of Washington, or any Participating or Purchasing Entity in any promotional material without the prior written consent of Enterprise Services.

- 4.12. MASTER AGREEMENT TRANSITION. Contractor represents and warrants that, in the event this Master Agreement or a similar contract, is transitioned to another contractor (e.g., Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER AGREEMENT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers (any Purchasing Entity authorized by a Participating Entity) shall order Police Radar/Lidar Products from this Master Agreement, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchasing Entity but at a minimum, including the use of a purchase order. When practicable, Contractor and Purchasing Entity also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order").
- (a) All order documents must, at a minimum, reference
 - the Master Agreement number;
 - The place and requested time of delivery;
 - A billing address;
 - The name, phone number, and address of the Participating Entity representative;
 - (b) Purchasing Entity may define project-specific requirements and informally compete the requirements among companies having a Master Agreement on an "as needed" basis. This procedure also may be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Participating Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
 - (c) All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Participating Entity's purchasing office, or to such other individual identified in writing in the Order.
 - (d) Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days thereafter.
 - (e) Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or otherwise inconsistent with its

terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

- 5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of Police Radar/Lidar Products will be made as required by this Master Contract, the Purchase Order used by Purchasing Entities, or as otherwise mutually agreed in writing between the Purchasing Entity and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchasing Entity's normal work hours and within the time period mutually agreed in writing between Purchasing Entity and Contractor at the time of order placement. Deliveries to be off-loaded at Purchasing Entity's receiving dock or designated job site by Contractor.
 - (b) The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.
 - (c) All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
 - (d) All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.
 - (e) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Agreement shall be identified by the Master Agreement number set forth on the cover of this Master Agreement and the applicable Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

- (f) Purchasing Entities may return unopened or unused (non-specialty) Police Radar/Lidar Products within ten (10) business days of receipt for full credit, minus any freight or restocking fee. In such event, Contractor is responsible for shipping costs pertaining to any defective Police Radar/Lidar Products that are returned.
- (g) The prices are the delivered price of the Police Radar/Lidar Products to any Purchasing Entity, including all packing and/or crating charges. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.
- (h) All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- (i) All Police Radar/Lidar Products must be delivered in the manufacturer's standard package. Shipping packages/containers shall be of durable construction, good condition, properly labeled and suitable in every respect for shipping and handling of the contents. Each shipping package/container shall be marked with the included applicable Police Radar/Lidar Products, quantity, Master Agreement number, and the Purchasing Entity's Purchase Order number.
- (j) Contractor shall use commercially reasonable efforts to offer product packaging with recycled content and made of recyclable material.

5.3. RECEIPT AND INSPECTION. Police Radar/Lidar Products purchased under this Master Agreement are subject to Purchasing Entity's reasonable inspection, testing, and approval at Purchasing Entity's destination. Purchasing Entity reserves the right to reject and refuse acceptance of goods that are not in accordance with this Master Agreement and Purchaser's Purchase Order. Purchasing Entity may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the Police Radar/Lidar Products at the time of delivery, Purchasing Entity promptly will notify Contractor. At Purchasing Entity's option, and without limiting any other rights, Purchasing Entity may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Police Radar/Lidar Products or, at Purchasing Entity's option, Purchasing Entity may note any damage to the Police Radar/Lidar Products on the receiving report, decline acceptance, and deduct the cost of rejected goods from final payment. Payment for any Police Radar/Lidar Products under such Purchase Order shall not be deemed acceptance of the Police Radar/Lidar Products.

- (a) All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this

Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when the Police Radar/Lidar Products are put to use. Acceptance of such Police Radar/Lidar Products may be revoked in accordance with the provisions of the applicable commercial code, and Contractor shall be liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of any Police Radar/Lidar Products rejected and returned, or for which Acceptance is revoked.

- (b) If any Police/Radar Lidar Products do not conform to the specifications, the Purchasing Entity may require the Contractor to repair or replace the Police/Radar Lidar Product in conformity with the specifications.
- (c) The warranty period shall begin upon Acceptance.

5.4. ON SITE REQUIREMENTS. While on Purchasing Entity's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, safety, and other security requirements.

6. QUALITY ASSURANCE.

- 6.1. NEW & CURRENT. All Police Radar/Lidar Products sold by Contractor pursuant to this Master Agreement shall be new, unused, and latest model or design of the manufacturer's product. All Police Radar/Lidar Products shall meet or exceed applicable governmental requirements, standards, specifications, practices, and/or procedures.
- 6.2. MINIMUM PRODUCT SERVICE LIFE. All Police Radar/Lidar Products shall have a minimum product service life of five (5) years from date of receipt by Purchasing Entity. Contractor guarantees replacement parts availability to Purchasing Entity for such minimum product service life. Contractor shall stock or have immediate access to replacement parts.
- 6.3. WARRANTY REQUIREMENTS. Contractor shall warrant all Police Radar/Lidar Products (full parts and labor) for a minimum of one (1) year after receipt of Police Radar/Lidar Products by Purchasing Entity. Contractor guarantees complete repair or replacement of any Police Radar/Lidar Product, or part thereof, that fails in operation during normal and proper use within one (1) year from date of Purchasing Entity's receipt due to defects in design, material, or workmanship. Any warranty replacement or repair shall be at no cost to Purchasing Entity. The cost to install replacement parts, including shipping and delivery shall be paid by Contractor during the warranty period.
- 6.4. PRODUCT MANUALS. Contractor shall provide Purchasing Entity, free of charge, with operating manuals, installation manuals, and service manuals pertaining to the Police Radar/Lidar Products.

7. INVOICING & PAYMENT.

- 7.1. CONTRACTOR INVOICE. Contractor shall submit to Purchasing Entity's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
 - (a) Master Contract No. 00218
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)

- (c) Contractor's Federal Tax Identification Number
- (d) Date(s) of delivery
- (e) Invoice amount; and
- (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Agreement prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 7.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchasing Entity. Payment is due within thirty (30) days of invoice. If Purchasing Entity fails to make timely payment(s), Contractor may invoice Purchasing Entity in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 7.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchasing Entity the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchasing Entity shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Participating or Purchasing Entity may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 7.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any Police Radar/Lidar Products furnished by Contractor pursuant to this Master Agreement.
- 7.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 7.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Agreement. Failure to do so shall constitute breach of this Master Agreement. Unless otherwise agreed, Purchasing Entity shall pay applicable sales tax imposed by the State of Washington or any applicable taxing jurisdiction on purchased Police Radar/Lidar Products. Contractor, however, shall not make any charge for federal excise taxes and Purchasing Entity agrees to furnish Contractor with an exemption certificate where appropriate.

8. CONTRACT MANAGEMENT.

- 8.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Agreement. Washington State contract administrator shall provide Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Agreement. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Richard Worthy
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Tel: (360) 407-7932
 Email: Richard.worthy@des.wa.gov

Contractor

Attn: Jan Achilles
 Applied Concepts, Inc.
 855 E Collins Blvd
 Richardson, TX 75081
 Tel: (972) 398-3780
 Email: jana@a-concepts.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 8.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Participating or Purchasing Entity issues pertaining to this Master Agreement.
- 8.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Email: greg.tolbert@des.wa.gov

Contractor

Attn: Jan Achilles
 Applied Concepts, Inc.
 855 E Collins Blvd
 Richardson, TX 75081
 Email: jana@a-concepts.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

9. CONTRACTOR SALES REPORTING; ADMINISTRATIVE FEE; & CONTRACTOR REPORTS.

- 9.1. NASPO VALUEPOINT ADMINISTRATIVE FEE. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.
- 9.2. PARTICIPATING STATE ADMINISTRATIVE FEES. Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. The fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

- 10. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS.** In addition to other reports that may be required by the Master Agreement, Contractor shall provide the following NASPO ValuePoint reports.
- 10.1. **SUMMARY SALES DATA.** Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
 - 10.2. **DETAILED SALES DATA.** Contractor also shall report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Participating Entity name; (4) Participating Entity bill-to and ship-to locations; (5) Participating Entity and Contractor Purchase Order identifier/number(s); (6) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (7) Purchase Order date; (8) Ship Date; and (9) line item description, including product number if used. Reports are due on a quarterly basis and must be received by the Enterprise Services and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Exhibit A.
 - 10.3. **NASPO VALUEPOINT EXECUTIVE SUMMARY.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
 - 10.4. **REPORT OWNERSHIP.** Timely submission of these reports is a material requirement of the Master Agreement. Enterprise Services and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.
 - 10.5. **CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA.** Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information

described in this subsection.

11. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW

- 11.1. NASPO VALUEPOINT COOPERATIVE PROGRAM. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and Participating Addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- 11.2. LOGOS. NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- 11.3. ANNUAL CONTRACT REVIEW. Contractor agrees to participate in an annual contract performance review at a location selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

12 RECORDS RETENTION & AUDITS.

- 12.1 RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Agreement or final payment for any order placed by a Participating or Purchasing Entity against this Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 13.2 AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced the Purchasing Entity and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Participating or Purchasing Entity, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 13.3 OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Participating Entity or Purchasing Entity, Contractor shall reimburse the Participating Entity or Purchasing Entity for any overpayments inconsistent with the terms of this Master Agreement or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records.

14 INSURANCE.

- 14.3 REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 14.4 WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations. If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any Purchasing Entity's rights to collect from Contractor that Purchasing Entity may have under applicable law. In addition, Contractor waives any statutory immunity to the extent it is required to indemnify, defend, and hold harmless the State of Washington, or any Participating Entity and its agencies, officials, agents, or employees.
- 14.5 INSURANCE CERTIFICATE. Prior to commencement of performance, Contractor shall provide to the Enterprise Services a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides for written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

15 PUBLIC INFORMATION.

- 15.3 This Master Agreement, all related documents, and all records created as a result of the Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

16 DEFAULTS AND REMEDIES

- 16.1 SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Agreement immediately by written cure notice of any default.

Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Agreement. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Agreement, until such obligations have been fulfilled.

16.2 DEFAULT. Each of the following events shall constitute default of this Master Agreement by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Agreement;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

16.3 REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Agreement are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Agreement price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
- (c) Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in this Master Agreement shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

16.4 LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Participating Entity be liable to the other for exemplary or punitive damages.

16.5 GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided*

further, that such suspension or termination for withdrawal of authority shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

- (b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Agreement; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

17 INDEMNIFICATION.

17.1 Contractor shall defend, indemnify, and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Enterprise Services, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

17.2 INTELLECTUAL PROPERTY. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

18 GENERAL PROVISIONS.

- 18.1 TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Agreement.
- 18.2 FORCE MAJEURE. Neither party to this Master Agreement or Orders thereunder shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control which said party provides written notice of within three (3) calendar days to the other specifying such force majeure event and their detailed plan to resume normal operations; *Provided*, however, that, in the event Contractor declares force majeure, Enterprise Services shall have the right to terminate this Master Agreement if such force majeure event interferes, in Enterprise Services' judgment, with the successful performance of Contractor's obligations under this Master Agreement for more than thirty (30) days.
- 18.3 COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 18.4 INTEGRATED AGREEMENT. This Master Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 18.5 AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 18.6 AUTHORITY. Each party to this Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Agreement and that its execution, delivery, and performance of this Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 18.7 NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- 18.8 ASSIGNMENT. Contractor may not assign its rights under this Master Agreement without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Agreement in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Agreement notwithstanding any prior assignment of its rights.
- 18.9 BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.10 PUBLIC INFORMATION. This Master Agreement and all related documents are subject to public

disclosure as required by Washington's Public Records Act, RCW chapter 42.56.

- 18.11 ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action. Contractor irrevocably assigns to a state Participating Entity outside the State of Washington any claim for relief or cause of action as described in this subsection, and the same right to control such litigation, in connection with any goods and/or services provided in the Participating Entity's state.
- 18.12 FEDERAL FUNDS. To the extent that any Participating Entity or Purchasing Entity uses federal funds to purchase Police Radar/Lidar Products pursuant to this Master Agreement, such Participating Entity or Purchasing Entity shall propose for Contractor's consideration, with its order, any applicable requirement or certification that must be satisfied by Contractor. If agreeable to Contractor, such conditions may be added to the Purchase Order.
- 18.13 SEVERABILITY. If any provision of this Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Agreement, and to this end, the provisions of this Master Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Agreement.
- 18.14 WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Agreement, nor shall any purported oral modification or rescission of this Master Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision. Similarly, failure of any Participating Entity or Purchasing Entity to insist upon the strict performance of any of the terms and conditions of any Participating Addendum or Purchasing Order, or failure to exercise any rights or remedies provided therein or by law, or to notify Contractor in the event of breach, shall not release Contractor of any of its obligations under such Participating Addendum or Purchasing Order, nor shall any purported oral modification or rescission of such by either party operate as a waiver of any such terms thereof.
- 18.15 SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Agreement shall survive and remain in effect following the expiration or termination of this Master Agreement, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.16 GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Agreement shall be governed by and construed in accordance with the laws of the State of

Washington, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Master Agreement or Order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

- 18.17 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Participating Entity's State.
- 18.18 SOVEREIGN IMMUNITY. In no event shall this Master Agreement, any Participating Addendum or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.
- 18.19 ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 18.20 FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Agreement. Each party hereto and its counsel has reviewed and revised this Master Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Agreement. Each term and provision of this Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.
- 18.21 FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Agreement.
- 18.22 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Agreement in their entirety.
- 18.23 CAPTIONS & Headings. The captions and headings in this Master Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Agreement nor the meaning of any provisions hereof.

- 18.24 ELECTRONIC SIGNATURES. A signed copy of this Master Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Agreement or such other ancillary agreement for all purposes.
- 18.25 COUNTERPARTS. This Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 
Corinna Cooper
Its: Acting Statewide Goods & Services
Procurement Manager

APPLIED CONCEPTS, Inc.
a Texas Corporation

By: 
Jan Achilles
Its: Sales Administration

INCLUDED POLICE RADAR/LIDAR PRODUCTS

| Category A - Speed Enforcement | |
|--------------------------------|-----------------|
| Part # | Description |
| 809-0002-00 | Stalker Patrol |
| 805-0022-00 | Stalker Dual SL |
| 806-0022-00 | Stalker DSR |
| 807-0001-00 | Stalker 2X |
| 803-0005-00 | Stalker II SDR |
| 803-0002-00 | Stalker II MDR |
| 808-4025-00 | Stalker XS |
| 808-5025-00 | Stalker XLR |
| 808-6125-00 | Stalker RLR |

| Category B - Speed Advisory Systems | |
|--|--|
| Trailer Mounted Advisory Systems | |
| Part # | Description |
| 821-1100-00 | Stalker Message Center 360 (4' x 8') |
| 821-1099-00 | Stalker Message Center 360 (3' x 6') |
| 821-1128-00 | Stalker MC360 (4'x8') ALPR Ready |
| 821-1127-00 | Stalker MC360 (3'x6') ALPR Ready |
| 821-1000-00 | Stalker SAM |
| 821-0310-00 | Stalker SAM-R |
| 015-1819-00 | Tongue Jack |
| 015-1436-00 | Coupler Lock |
| 015-5603-00 | Wheel Lock |
| 015-2328-61 | White LED Light Bar |
| 015-5576-00 | SAM Spare Tire |
| 015-2328-63 | MC 360/SAM-R Spare Tire |
| 015-5608-00 | MC 360 1-Yr Extended Warranty |
| 015-5607-00 | SAM/SAM-R 1-Yr Extended Warranty |
| Pole Mounted Display / Traffic Data Collectors | |
| 829-0002-00 | Stalker PMD Basic w/ Stats |
| 829-0016-00 | Stalker PMD Basic w/Stats, 100W Solar |
| 829-0026-00 | Stalker PMD Basic w/100W Solar |
| 829-0005-00 | Stalker PMMD Basic Unit |
| 829-0006-00 | Stalker PMMD Basic Unit w/ Statistics |
| 834-0001-00 | Stalker Traffic Data Collector |
| 834-0003-00 | Stalker Traffic Data Collector w/30W Solar |
| 200-1109-00 | TDC Pole Mounting Bracket Kit |
| Pole Mounted Graph Displays | |
| 200-1312-00 | Stalker 12" PMG Base Unit |

| | |
|-------------|--|
| 200-1315-00 | Stalker 15" PMG Base Unit |
| 200-1318-00 | Stalker 18" PMG Base Unit |
| 200-1330-30 | PMG 30W Solar Power Package |
| 200-1330-50 | PMG 50W Solar Power Package |
| 200-1330-00 | PMG 100W Solar Power Package |
| 200-1221-00 | 12", 15", 18" PMG Solar Power Controller |
| 200-1317-01 | 12", 15" Small Battery Box & Mount |
| 200-1046-00 | 18" Large Battery Box & Mounting Kit |
| 200-1206-51 | 12" PMG with Simulated Flash |
| 200-1285-51 | 15" PMG with Simulated Flash |
| 200-1283-51 | 18" PMG with Simulated Flash |
| 200-5499-10 | 12" PMG with Red/Blue Strobes |
| 200-5540-10 | 15" PMG with Red/Blue Strobes |
| 200-5541-10 | 18" PMG with Red/Blue Strobes |
| 200-5499-12 | 12" PMG with White Strobe |
| 200-5540-12 | 15" PMG with White Strobes |
| 200-5541-12 | 18" PMG with White Strobes |
| 200-1206-56 | 12" PMG "YOUR SPEED" Bezel |
| 200-1285-56 | 15" PMG "YOUR SPEED" Bezel |
| 200-1283-56 | 18" PMG "YOUR SPEED" Bezel |
| 200-1206-70 | 12", 15", 18" PMG Wireless Module |
| 062-0126-01 | Text and graphics options |

| Category D Parts & Accessories | |
|--------------------------------|-------------------|
| | Radar Accessories |
| | Lidar Accessories |

| Additional Items | |
|------------------|--|
| 809-0001-00 | Patrol K band-1 Antenna |
| 805-0021-00 | Dual SL - 1 Antenna |
| 805-0018-00 | Dual 2Ka Compact Display-Harley Davidson Motorcycle |
| 805-0019-00 | Dual 2Ka Compact Display- BMW 2015-2017 1200 RT-P Motorcycle |
| 805-0020-00 | Dual 2Ka Compact Display-Honda ST1300 Motorcycle |
| 806-0021-00 | DSR - 1 Antenna |
| 806-0018-00 | DSR 2Ka Compact Display-Harley Davidson Motorcycle |
| 806-0019-00 | DSR 2Ka Compact Display-BMW 2015-2017 1200 RT-P Motorcycle |
| 806-0020-00 | DSR 2Ka Compact Display-Honda ST1300 Motorcycle |
| 807-0003-00 | Stalker 2X Generic Motorcycle |
| 807-0004-00 | Stalker 2X Honda ST1300 Motorcycle |
| 807-0006-00 | Stalker 2X Harley Davidson |
| 807-0008-00 | Stalker 2X 2008-2014 BMW 1200RT-P MC |
| 807-0009-00 | Stalker 2X 2015 BMW 1200 RT-P Motorcycle |

POLICE RADAR/LIDAR PRODUCTS PRICES

| Category A - Speed Enforcement | | |
|--------------------------------|-----------------|------------|
| Part # | Description | Price |
| 809-0002-00 | Stalker Patrol | \$1,595.00 |
| 805-0022-00 | Stalker Dual SL | \$2,192.00 |
| 806-0022-00 | Stalker DSR | \$2,895.00 |
| 807-0001-00 | Stalker 2X | \$3,080.00 |
| 803-0005-00 | Stalker II SDR | \$1,448.00 |
| 803-0002-00 | Stalker II MDR | \$2,319.00 |
| 808-4025-00 | Stalker XS | \$1,795.00 |
| 808-5025-00 | Stalker XLR | \$2,261.00 |
| 808-6125-00 | Stalker RLR | \$2,524.00 |

| Category B - Speed Advisory Systems | | |
|---|--|-------------|
| Trailer Mounted Speed Advisory Systems | | |
| Part # | Description | Price |
| 821-1100-00 | Stalker Message Center 360 (4' x 8') | \$19,316.00 |
| 821-1099-00 | Stalker Message Center 360 (3' x 6') | \$16,809.00 |
| 821-1127-00 | Stalker MC360 (4'x8') ALPR Ready | \$21,088.00 |
| 821-1128-00 | Stalker MC360 (3'x6') ALPR Ready | \$18,672.00 |
| 821-1000-00 | Stalker SAM | \$9,764.00 |
| 821-0310-00 | Stalker SAM-R | \$8,890.00 |
| 015-1819-00 | Tongue Jack | \$102.00 |
| 015-1436-00 | Coupler Lock | \$109.00 |
| 015-5603-00 | Wheel Lock | \$232.00 |
| 015-2328-61 | White LED Light Bar | \$140.00 |
| 015-5576-00 | SAM Spare Tire | \$257.00 |
| 015-2328-63 | MC 360/SAM-R Spare Tire | \$218.00 |
| 015-5608-00 | MC 360 1-Yr Extended Warranty | \$464.00 |
| 015-5607-00 | SAM/SAM-R 1-Yr Extended Warranty | \$309.00 |
| Pole Mount Displays / Traffic Data Collectors | | |
| 829-0002-00 | Stalker PMD Basic w/ Stats | \$2,936.00 |
| 829-0016-00 | Stalker PMD Basic w/Stats, 100W Solar | \$4,069.00 |
| 829-0026-00 | Stalker PMD Basic w/100W Solar | \$3,528.00 |
| 829-0005-00 | Stalker PMMD Basic Unit | \$4,600.00 |
| 829-0006-00 | Stalker PMMD Basic Unit w/ Statistics | \$4,904.00 |
| 834-0001-00 | Stalker Traffic Data Collector | \$2,495.00 |
| 834-0003-00 | Stalker Traffic Data Collector w/30W Solar | \$2,750.00 |
| 200-1109-00 | TDC Pole Mounting Bracket Kit | \$119.00 |
| Pole Mount Graphic Displays | | |
| 200-1312-00 | Stalker 12" PMG Base Unit | \$2,920.00 |
| 200-1315-00 | Stalker 15" PMG Base Unit | \$3,020.00 |

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| 200-1318-00 | Stalker 18" PMG Base Unit | \$3,495.00 |
| 200-1330-30 | PMG 30W Solar Power Package | \$420.00 |
| 200-1330-50 | PMG 50W Solar Power Package | \$595.00 |
| 200-1330-00 | PMG 100W Solar Power Package | \$920.00 |
| 200-1221-00 | 12", 15", 18" PMG Solar Power Controller | \$175.00 |
| 200-1317-01 | 12", 15" Small Battery Box & Mount | \$300.00 |
| 200-1046-00 | 18" Large Battery Box & Mounting Kit | \$430.00 |
| 200-1206-51 | 12" PMG with Simulated Flash | \$325.00 |
| 200-1285-51 | 15" PMG with Simulated Flash | \$325.00 |
| 200-1283-51 | 18" PMG with Simulated Flash | \$325.00 |
| 200-5499-10 | 12" PMG with Red/Blue Strokes | \$750.00 |
| 200-5540-10 | 15" PMG with Red/Blue Strokes | \$750.00 |
| 200-5541-10 | 18" PMG with Red/Blue Strokes | \$750.00 |
| 200-5499-12 | 12" PMG with White Strobe | \$750.00 |
| 200-5540-12 | 15" PMG with White Strokes | \$750.00 |
| 200-5541-12 | 18" PMG with White Strokes | \$750.00 |
| 200-1206-56 | 12" PMG "YOUR SPEED" Bezel | \$105.00 |
| 200-1285-56 | 15" PMG "YOUR SPEED" Bezel | \$135.00 |
| 200-1283-56 | 18" PMG "YOUR SPEED" Bezel | \$250.00 |
| 200-1206-70 | 12", 15", 18" PMG Wireless Module | \$400.00 |
| 062-0126-01 | Text and graphics options | \$1,200.00 |

| Category D Parts & Accessories | | |
|--------------------------------|-------------------|--------------|
| | Radar Accessories | 10% discount |
| | Lidar Accessories | 10% discount |

| Additional Items | | |
|------------------|--|------------|
| 809-0001-00 | Patrol K band-1 Antenna | \$1,490.00 |
| 805-0021-00 | Dual SL - 1 Antenna | \$1,849.00 |
| 805-0018-00 | Dual 2Ka Compact Display-Harley Davidson Motorcycle | \$2,570.00 |
| 805-0019-00 | Dual 2Ka Compact Display- BMW 2015-2017 1200 RT-P Motorcycle | \$2,570.00 |
| 805-0020-00 | Dual 2Ka Compact Display-Honda ST1300 Motorcycle | \$2,570.00 |
| 806-0021-00 | DSR - 1 Antenna | \$2,261.00 |
| 806-0018-00 | DSR 2Ka Compact Display-Harley Davidson Motorcycle | \$3,195.00 |
| 806-0019-00 | DSR 2Ka Compact Display-BMW 2015-2017 1200 RT-P Motorcycle | \$3,195.00 |
| 806-0020-00 | DSR 2Ka Compact Display-Honda ST1300 Motorcycle | \$3,195.00 |
| 807-0003-00 | Stalker 2X Generic Motorcycle | \$3,380.00 |
| 807-0004-00 | Stalker 2X Honda ST1300 Motorcycle | \$3,380.00 |
| 807-0006-00 | Stalker 2X Harley Davidson | \$3,380.00 |
| 807-0008-00 | Stalker 2X 2008-2014 BMW 1200RT-P MC | \$3,380.00 |

| | | |
|-------------|--|------------|
| 807-0009-00 | Stalker 2X 2015 BMW 1200 RT-P Motorcycle | \$3,380.00 |
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INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.
 - b. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Participating or Purchasing Entities (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed

above including, at a minimum, the State of Washington and/or any Participating or Purchasing Entity. All insurance or self-insurance of the State of Washington and/or Participating or Purchasing Entity shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Participating or Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

00218 – Police Radar / Lidar Speed Enforcement, Speed Advisory, Parts, and Accessories

Pricing & Ordering

Ordering Instructions

CONTRACTOR INFORMATION

| | | | |
|--|--|---------------------|-------------------|
| Contractor: | Applied Concepts, Inc. 855 E Collins Blvd Richardson, TX 75081 | | |
| Contract Administration: | | Primary Contact | Alternate Contact |
| | Name: | Jan Achilles | |
| | Phone: | 972-398-3790 | |
| | Fax: | | |
| | E-mail: | jana@a-concepts.com | |
| Customer Service/Order Placement: | | Primary Contact | Alternate Contact |
| | Name: | Jan Achilles | |
| | Phone: | 972-398-3790 | |
| | Fax: | | |
| | E-mail: | jana@a-concepts.com | |
| Contractor's Website: | | | |
| Payment/Order Placement Address: | Applied Concepts, Inc. 855 E Collins Blvd Richardson, TX 75081 sales@stalkerradar.com | | |
| Credit Card Acceptance: | Visa, Master Card, American Express, Discover | | |
| Minimum Orders: | None | | |
| Shipping Destination: | Freight on Board (FOB) Destination | | |
| Freight: | Prepaid and Included | | |

00218 Police Radar/Lidar Speed Enforcement, Speed Advisory, Parts and Accessories Pricing

Radar Units

| Part # | Item | Description | Unit | Unit of Measure | Delivery ARO | Unit Price |
|-------------|------|-----------------|------|-----------------|--------------|------------|
| 809-0002-00 | 1 | Stalker Patrol | 1 | EA | 35 days | \$1,595.00 |
| 805-0022-00 | 2 | Stalker Dual SL | 1 | EA | 35 days | \$2,192.00 |
| 806-0022-00 | 3 | Stalker DSR | 1 | EA | 35 days | \$2,895.00 |
| 807-0001-00 | 4 | Stalker 2X | 1 | EA | 35 days | \$3,080.00 |
| 803-0005-00 | 5 | Stalker II SDR | 1 | EA | 35 days | \$1,448.00 |
| 803-0002-00 | 6 | Stalker II MDR | 1 | EA | 35 days | \$2,319.00 |
| 808-4025-00 | 7 | Stalker XS | 1 | EA | 35 days | \$1,795.00 |
| 808-5025-00 | 8 | Stalker XLR | 1 | EA | 35 days | \$2,261.00 |
| 808-6125-00 | 9 | Stalker RLR | 1 | EA | 35 days | \$2,524.00 |

| Part # | Item | Description | Unit | Unit of Measure | Delivery ARO | Unit Price |
|--|------|---------------------------------------|------|-----------------|--------------|-------------|
| Sub-Category Trailer Mounted Speed Advisory Systems | | | | | | |
| 821-1100-00 | 1 | Stalker Message Center 360 (4' x 8') | 1 | EA | 45 days | \$19,316.00 |
| 821-1099-00 | 2 | Stalker Message Center 360 (3' x 6') | 1 | EA | 45 days | \$16,809.00 |
| 821-1127-00 | 3 | Stalker MC360 (4'x8') ALPR Ready | 1 | EA | 45 days | \$21,088.00 |
| 821-1128-00 | 4 | Stalker MC360 (3'x6') ALPR Ready | 1 | EA | 45 days | \$18,672.00 |
| 821-1000-00 | 5 | Stalker SAM | 1 | EA | 45 days | \$9,764.00 |
| 821-0310-00 | 6 | Stalker SAM-R | 1 | EA | 45 days | \$8,890.00 |
| 015-1819-00 | 7 | Tongue Jack | 1 | EA | 45 days | \$102.00 |
| 015-1436-00 | 8 | Coupler Lock | 1 | EA | 45 days | \$109.00 |
| 015-5603-00 | 9 | Wheel Lock | 1 | EA | 45 days | \$232.00 |
| 015-2328-61 | 10 | White LED Light Bar | 1 | EA | 45 days | \$140.00 |
| 015-5576-00 | 11 | SAM Spare Tire | 1 | EA | 45 days | \$257.00 |
| 015-2328-63 | 12 | MC 360/SAM-R Spare Tire | 1 | EA | 45 days | \$218.00 |
| 015-5608-00 | 13 | MC 360 1-Yr Extended Warranty | 1 | EA | 45 days | \$464.00 |
| 015-5607-00 | 14 | SAM/SAM-R 1-Yr Extended Warranty | 1 | EA | 45 days | \$309.00 |
| Sub-Category Other Speed Advisory Systems (Pole Mount Displays/Traffic Data Collectors) | | | | | | |
| 829-0002-00 | 15 | Stalker PMD Basic w/ Stats | 1 | EA | 35 days | \$2,936.00 |
| 829-0016-00 | 16 | Stalker PMD Basic w/Stats, 100W Solar | 1 | EA | 35 days | \$4,069.00 |
| 829-0026-00 | 17 | Stalker PMD Basic w/100W Solar | 1 | EA | 35 days | \$3,528.00 |
| 829-0005-00 | 18 | Stalker PMMD Basic Unit | 1 | EA | 35 days | \$4,600.00 |
| 829-0006-00 | 19 | Stalker PMMD Basic Unit w/ Statistics | 1 | EA | 35 days | \$4,904.00 |

00218 Police Radar/Lidar Speed Enforcement, Speed Advisory, Parts and Accessories Pricing

| | | | | | | |
|--|----|--|---|----|---------|------------|
| 834-0001-00 | 20 | Stalker Traffic Data Collector | 1 | EA | 35 days | \$2,495.00 |
| 834-0003-00 | 21 | Stalker Traffic Data Collector w/30W Solar | 1 | EA | 35 days | \$2,750.00 |
| 200-1109-00 | 22 | TDC Pole Mounting Bracket Kit | 1 | EA | 35 days | \$119.00 |
| Sub-Category Other Speed Advisory Systems (Pole Mount Graphic Displays) | | | | | | |
| 200-1312-00 | 23 | Stalker 12" PMG Base Unit | 1 | EA | 84 days | \$2,920.00 |
| 200-1315-00 | 24 | Stalker 15" PMG Base Unit | 1 | EA | 84 days | \$3,020.00 |
| 200-1318-00 | 25 | Stalker 18" PMG Base Unit | 1 | EA | 84 days | \$3,495.00 |
| 200-1330-30 | 26 | PMG 30W Solar Power Package | 1 | EA | 84 days | \$420.00 |
| 200-1330-50 | 27 | PMG 50W Solar Power Package | 1 | EA | 84 days | \$595.00 |
| 200-1330-00 | 28 | PMG 100W Solar Power Package | 1 | EA | 84 days | \$920.00 |
| 200-1221-00 | 29 | 12", 15", 18" PMG Solar Power Controller | 1 | EA | 84 days | \$175.00 |
| 200-1317-01 | 30 | 12", 15" Small Battery Box & Mount | 1 | EA | 84 days | \$300.00 |
| 200-1046-00 | 31 | 18" Large Battery Box & Mounting Kit | 1 | EA | 84 days | \$430.00 |
| 200-1206-51 | 32 | 12" PMG with Simulated Flash | 1 | EA | 84 days | \$325.00 |
| 200-1285-51 | 33 | 15" PMG with Simulated Flash | 1 | EA | 84 days | \$325.00 |
| 200-1283-51 | 34 | 18" PMG with Simulated Flash | 1 | EA | 84 days | \$325.00 |
| 200-5499-10 | 35 | 12" PMG with Red/Blue Strobes | 1 | EA | 84 days | \$750.00 |
| 200-5540-10 | 36 | 15" PMG with Red/Blue Strobes | 1 | EA | 84 days | \$750.00 |
| 200-5541-10 | 37 | 18" PMG with Red/Blue Strobes | 1 | EA | 84 days | \$750.00 |
| 200-5499-12 | 38 | 12" PMG with White Strobe | 1 | EA | 84 days | \$750.00 |
| 200-5540-12 | 39 | 15" PMG with White Strobes | 1 | EA | 84 days | \$750.00 |
| 200-5541-12 | 40 | 18" PMG with White Strobes | 1 | EA | 84 days | \$750.00 |
| 200-1206-56 | 41 | 12" PMG "YOUR SPEED" Bezel | 1 | EA | 84 days | \$105.00 |
| 200-1285-56 | 42 | 15" PMG "YOUR SPEED" Bezel | 1 | EA | 84 days | \$135.00 |
| 200-1283-56 | 43 | 18" PMG "YOUR SPEED" Bezel | 1 | EA | 84 days | \$250.00 |
| 200-1206-70 | 44 | 12", 15", 18" PMG Wireless Module | 1 | EA | 84 days | \$400.00 |
| 062-0126-01 | 45 | Text and graphics options | 1 | EA | 84 days | \$1,200.00 |

Parts & Accessories

| Item | Manufacturer | Description | Unit | Unit of Measure | Delivery ARO | Unit Price |
|------|--------------|-------------------|------|-----------------|--------------|--------------|
| 1 | Stalker | Radar Accessories | | EA | 5 days | 10% discount |
| 2 | Stalker | Lidar Accessories | | EA | 5 days | 10% discount |

Additional Items Authorized

| Part # | Item | Manufacturer | Description | Unit | Unit of Measure | Delivery ARO | Unit Price |
|-------------|------|--------------|--|------|-----------------|--------------|------------|
| 809-0001-00 | 1 | Stalker | Patrol K band-1 Antenna | 1 | EA | 35 days | \$1,490.00 |
| 805-0021-00 | 1 | Stalker | Dual SL - 1 Antenna | 1 | EA | 35 days | \$1,849.00 |
| 805-0018-00 | 2 | Stalker | Dual 2Ka Compact Display-Harley Davidson Motorcycle | 1 | EA | 35 days | \$2,570.00 |
| 805-0019-00 | 3 | Stalker | Dual 2Ka Compact Display- BMW 2015-2017 1200 RT-P Motorcycle | 1 | EA | 35 days | \$2,570.00 |
| 805-0020-00 | 4 | Stalker | Dual 2Ka Compact Display-Honda ST1300 Motorcycle | 1 | EA | 35 days | \$2,570.00 |
| 806-0021-00 | 5 | Stalker | DSR - 1 Antenna | 1 | EA | 35 days | \$2,261.00 |
| 806-0018-00 | 6 | Stalker | DSR 2Ka Compact Display-Harley Davidson Motorcycle | 1 | EA | 35 days | \$3,195.00 |
| 806-0019-00 | 7 | Stalker | DSR 2Ka Compact Display-BMW 2015-2017 1200 RT-P Motorcycle | 1 | EA | 35 days | \$3,195.00 |
| 806-0020-00 | 8 | Stalker | DSR 2Ka Compact Display-Honda ST1300 Motorcycle | 1 | EA | 35 days | \$3,195.00 |
| 807-0003-00 | 9 | Stalker | Stalker 2X Generic Motorcycle | 1 | EA | 35 days | \$3,380.00 |
| 807-0004-00 | 10 | Stalker | Stalker 2X Honda ST1300 Motorcycle | 1 | EA | 35 days | \$3,380.00 |
| 807-0006-00 | 11 | Stalker | Stalker 2X Harley Davidson | 1 | EA | 35 days | \$3,380.00 |
| 807-0008-00 | 12 | Stalker | Stalker 2X 2008-2014 BMW 1200RT-P MC | 1 | EA | 35 days | \$3,380.00 |
| 807-0009-00 | 13 | Stalker | Stalker 2X 2015 BMW 1200 RT-P Motorcycle | 1 | EA | 35 days | \$3,380.00 |

DES Contract Specialist: Richard Worthy**Phone:** 360-407-7932**E-mail:** richard.worthy@des.wa.gov