State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor

6 Vendors

Telephone No. _____

Price Agreement Number: 20-000-00-00033

Price Agreement Amendment No.: Eight

Term: October 31, 2017 – October 30, 2018

Procurement Specialist: Sandra Lujan

Telephone No.: 505-827-0242

Email: sandrar_lujan@state.nm.us

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice: As Requested

Title: Police Radar, Lidar, Parts and Accessories

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from October 31, 2017 to October 30, 2018 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 09/27/2017

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
6 Vendors

Telephone No. _____

Price Agreement Number: 20-000-00-00033
Price Agreement Amendment No.: Seven
Term: November 28, 2011 - October 30, 2017

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice: As Requested

Procurement Specialist: Sandra Luian
Telephone No.: (505) 827-0242

Title: Police Radar, Lidar, Parts and Accessories

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 28, 2015 to October 30, 2017 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 09/08/2015

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00033

(AA) 0000044185
Applied Concepts, Inc.
2609 Technology Dr.
Plano, TX 75074-7467
(800) 782-5537 ext. 143

(AB) 0000014027
Decatur Electronics, Inc.
3433 East Wood Street
Phoenix, AZ 85040
(800) 428-4315

(AC) 000009004
Digital Ally Inc.
7311 W. 130th Street, Ste. 170
Overland park, KS 66213
(800) 440-4947

(AD) 0000015546
Kustom Signals, Inc.
PO Box 411882
Kansas City, MO 64141-1882
(800) 852-1270 ext. 3107

(AE) 0000045409
Laser Technology Inc.
7070 S. Tucson Way
Centennial, CO 80112
(303) 649-1000 ext. 175

(AF) 0000042032
MPH Industries, Inc.
316 E 9th St.
Owensboro, KY 42303
(888) 689-9222 ext. 398
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor  
(AD) 00000115546  
Kustom Signals  
PO Box 411882  
Kansas City, MO 64141-1882

Price Agreement Number: 20-000-00-00033

Awarded Vendor  
(AD) 00000115546  
Kustom Signals  
PO Box 411882  
Kansas City, MO 64141-1882

Price Agreement Amendment No.: Six

Term: November 28, 2011 - October 30, 2015

Ship To:  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice: As Requested

Procurement Specialist: Mona Espinosa  
Telephone No.: (505) 827-0218

Title: Police Radar, Lidar, Parts and Accessories

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Add Models/Items to Kustom Signals portion of WSCA contract 01611 as listed in the attached contract amendment sheets (18 items). Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 10/08/14

Paul Koppert  
New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM  87502-6850 (505) 827-0472 ME
Contract number 01611 – WSCA Police Radar, Lidar, Parts and Equipment
Contract Amendment

Date Issued: 8-May-14
Effective Date: upon DES signature
Amendment Number: 04
Contractor Name: Kustom Signals

This Contract Amendment is issued under the provisions of [the contract referenced above]. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment
To add the following MODELS/items to Kustom Signals portion of Contract #01611:

<table>
<thead>
<tr>
<th>Model</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eagle II</td>
<td>Eagle II Dash-Mounted Radar with Dual Ka-Band DCM Antennas, Choice of Wired or Wireless Remote, 27-month Warranty</td>
<td>$1506</td>
</tr>
<tr>
<td>MODEL # 39</td>
<td>Optional accessories are available.</td>
<td></td>
</tr>
<tr>
<td>MODEL # 57</td>
<td>Optional accessories are available.</td>
<td></td>
</tr>
<tr>
<td>Directional Golden Eagle II</td>
<td>Directional Golden Eagle II Dash-Mounted Radar with Dual Ka-Band DCM Antennas, Directional Mode, Fastest Vehicle Mode, Same Direction Mode, Choice of Wired or Wireless Remote, 27-month Warranty</td>
<td>$2441</td>
</tr>
<tr>
<td>MODEL # 826</td>
<td>Optional accessories are available.</td>
<td></td>
</tr>
<tr>
<td>Falcon HR</td>
<td>Falcon HR Handheld Radar K-band, Moving &amp; Stationary Modes, Cabled Handle, Wireless Remote, 7&quot; Dash Mount &amp; Bracket, Direction Sensing/Selection, Fastest Vehicle Mode, 27-month Warranty</td>
<td>$1180</td>
</tr>
<tr>
<td>MODEL # 7001</td>
<td>Optional accessories are available.</td>
<td></td>
</tr>
<tr>
<td>Falcon HR</td>
<td>Falcon HR Handheld Radar, K-band, Moving &amp; Stationary Modes, Cabled Handle, Wireless Remote, 7&quot; Dash Mount &amp; Bracket, Same Direction Mode, Direction Sensing/Selection, Fastest Vehicle Mode, 27-month Warranty</td>
<td>$1411</td>
</tr>
<tr>
<td>MODEL # 7002</td>
<td>Optional accessories are available.</td>
<td></td>
</tr>
<tr>
<td>Talon II</td>
<td>Talon II Moving Mode with Pod Dash Mount &amp; Stationary Mode with Straight Cabled Handle, Wired Remote, 7&quot; Pod Dash Mount &amp; Bracket, 27-month Warranty</td>
<td>$1477</td>
</tr>
<tr>
<td>MODEL # 1601</td>
<td>Optional accessories are available.</td>
<td></td>
</tr>
<tr>
<td>Talon II</td>
<td>Talon II Moving &amp; Stationary Modes with Cabled Handle, Wireless Remote, 7&quot; Dash Mount &amp; Bracket, 27-month Warranty</td>
<td>$1401</td>
</tr>
<tr>
<td>MODEL # 1660</td>
<td>Optional accessories are available.</td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>Description</td>
<td>Price</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Directional Talon&lt;br&gt;MODEL #1671</td>
<td>Directional Talon Moving &amp; Stationary Modes with Corded Handle, Wireless Remote, 7&quot; Dash Mount &amp; Bracket, Fastest Vehicle Mode, Same Direction Mode, 27-month Warranty</td>
<td>$1928</td>
</tr>
<tr>
<td>Directional Talon&lt;br&gt;MODEL #1672</td>
<td>Directional Talon Moving with Pedal Mount &amp; Stationary Mode with Corded Handle, Wired Remote, 7&quot; Pedal Dash Mount &amp; Bracket, Fastest Vehicle Mode, Same Direction Mode, 27-month Warranty</td>
<td>$2014</td>
</tr>
<tr>
<td>Raptor RP-1 K-Band&lt;br&gt;MODEL # 831</td>
<td>Raptor RP-1 Single K-Band Antenna, Directional Mode, Same Lane Mode, Fastest Vehicle Mode, 27-month Warranty</td>
<td>$1365</td>
</tr>
<tr>
<td>Raptor RP-1 K-Band&lt;br&gt;MODEL # 832</td>
<td>Raptor RP-1 Dual K-Band Antennas, Directional Mode, Fastest Vehicle Mode, 27-month Warranty</td>
<td>$1579</td>
</tr>
<tr>
<td>Raptor RP-1 K-Band&lt;br&gt;MODEL # 833</td>
<td>Raptor RP-1 Dual K-Band Antennas, Directional Mode, Same Lane Mode, Fastest Vehicle Mode, 27-month Warranty</td>
<td>$1696</td>
</tr>
<tr>
<td>Raptor RP-1 Ka-Band&lt;br&gt;MODEL # 847</td>
<td>Raptor RP-1 Single Ka-Band Antenna, Directional Mode, Same Lane Mode, Fastest Vehicle Mode, 27-month Warranty</td>
<td>$1495</td>
</tr>
<tr>
<td>Raptor RP-1 Ka-Band&lt;br&gt;MODEL # 848</td>
<td>Raptor RP-1 Dual Ka-Band Antennas, Directional Mode, Fastest Vehicle Mode, 27-month Warranty</td>
<td>$1865</td>
</tr>
<tr>
<td>Raptor RP-1 Ka-Band&lt;br&gt;MODEL # 849</td>
<td>Raptor RP-1 Dual Ka-Band Antennas, Directional Mode, Same Lane Mode, Fastest Vehicle Mode, 27-month Warranty</td>
<td>$1975</td>
</tr>
<tr>
<td>LaserCam 4&lt;br&gt;MODEL #2100</td>
<td>LaserCam 4 with LiDAR Technology (Powered by ProLaser 4) for Target Specific Identification, Digital Camera for Photo Evidence, Compass, Inclinometer, GPS, Li-polymer Rechargeable Battery and Charger, USB to PC Cable, 16 GB Video Memory (9+ Hours), Carrying Case, ProLog Lite Video Laser Back Office, 2-year Warranty</td>
<td>$7018</td>
</tr>
<tr>
<td>ProLaser III</td>
<td>ProLaser III LiDAR with 6000 Foot Range, 2 Battery Modules &amp; 1 Charger, Straight Power Cord, Hard Carrying Case, 2-year Warranty</td>
<td></td>
</tr>
<tr>
<td>-------------</td>
<td>----------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>MODEL # 1700</td>
<td>Optional accessories are available. Find additional information at <a href="http://kustomsignals.com/products/product/pro_laser_iii">http://kustomsignals.com/products/product/pro_laser_iii</a></td>
<td></td>
</tr>
<tr>
<td>Pro-Lite+</td>
<td>Pro-Lite+ Binocular Style LiDAR with 2000 Foot Range, 2-AA Batteries, Lanyard, Soft Carrying Case, 2-year Warranty</td>
<td></td>
</tr>
<tr>
<td>MODEL # 1780</td>
<td>Optional accessories are available. Find additional information at <a href="http://kustomsignals.com/products/product/pro_lite">http://kustomsignals.com/products/product/pro_lite</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$2706</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$1505</td>
<td></td>
</tr>
</tbody>
</table>

Authorizing Signatures

For Contractor:
Mary Beiriger, Kustom Signals
(900) 458-7866 ext.3107
5652 Loiret Blvd
Lenexa, KS 66219
mbeiriger@kustomsignal.com

Signature: Mary Beiriger
Date: 5/13/19

For State of Washington:
Keith Farley, DES Master Contracts and Consulting (MCC)
(360) 407-9419
PO Box 41411
Olympia WA 98504-1411
keith.farley@deq.wa.gov

Signature: Keith Farley
Date: 5/13/14

MCC Authorizing Manager:

Signature: ____________________________
Date: ____________________________
State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

<table>
<thead>
<tr>
<th>Awarded Vendor</th>
<th>Price Agreement Number: 20-000-00-00033</th>
</tr>
</thead>
<tbody>
<tr>
<td>MPH Industries, Inc.</td>
<td></td>
</tr>
<tr>
<td>316 E 9th St.</td>
<td></td>
</tr>
<tr>
<td>Owensboro, KY 42303</td>
<td></td>
</tr>
<tr>
<td>Telephone No. (888) 689-9222 ext. 398</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ship To:</th>
<th>Procurement Specialist: Mona Espinosa</th>
</tr>
</thead>
<tbody>
<tr>
<td>All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.</td>
<td>Telephone No.: (505) 827-0218</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Invoice:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>As Requested</td>
<td></td>
</tr>
</tbody>
</table>

Title: Police Radar, Lidar, Parts and Accessories

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Remove contract items listed in “Item 2” and add the items listed in “Item 3” for MPH Industries as indicated in the attached contract amendment – WSCA contract 01611.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Date: October 8, 2014

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
## Purpose of Amendment

The Purpose of this Contract amendment is to:

1. To extend the term of this contract for a 24 month period effective 10/31/13 through 10/30/15

2. Remove the following items from the contract: Speed Gun K Band, Z-25 Stationary Handheld and the Z-35 Stationary Handheld.

3. Add the following items:

<table>
<thead>
<tr>
<th>Company</th>
<th>Model</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Speedgun Pro corded handheld version</td>
<td>Radar unit with corded handle, Tuning Forks, and Instruction Manual. Features: POP Mode (defeats radar detectors), Fastest Mode, 2 Window Display, Track-Through Speed Lock, 2 Year Warranty.</td>
<td>$1170.00</td>
</tr>
<tr>
<td></td>
<td>Speedgun Pro battery-powered handheld version</td>
<td>Radar unit with battery in handle, AC battery charger, Tuning Forks, and Instruction Manual. Features: POP Mode (defeats radar detectors), Fastest Mode, 2 Window Display, Track-Through Speed Lock, 2 Year Warranty.</td>
<td>$1340.00</td>
</tr>
</tbody>
</table>

4. Approve a voluntary price reduction as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Model E</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laser Atlanta</td>
<td>SpeedLaser® Model B (Compact, Binocular-style)</td>
<td>Laser with internal rechargeable battery, Coiled 12V Power Cable, AC adapter, Carrying Bag and Instruction Manual. Features: Compact housing, Jammer Detector, Obstructed/Weather mode, outstanding range, Heads-Up Display (HUD), Display Target Options, 2 Year Warranty.</td>
<td>$1,649.00</td>
</tr>
</tbody>
</table>
## Authorizing Signatures

This contract amendment, consisting of two (2) pages and zero (0) attachment(s) consisting of 0 pages is executed by the persons signing below that warrant that they have the authority to execute this contract amendment.

<table>
<thead>
<tr>
<th>For Contractor:</th>
<th>For State:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signature</strong></td>
<td><strong>Signature</strong></td>
</tr>
<tr>
<td>Eric L. Ruud</td>
<td>Steve Jenkins</td>
</tr>
<tr>
<td><strong>Print Name</strong></td>
<td><strong>Print Name</strong></td>
</tr>
<tr>
<td>Eric L. Ruud</td>
<td>Steve Jenkins</td>
</tr>
<tr>
<td><strong>Telephone No.</strong></td>
<td><strong>Telephone No.</strong></td>
</tr>
<tr>
<td>270-685-6398</td>
<td>360-407-9415</td>
</tr>
<tr>
<td><strong>Company</strong></td>
<td><strong>Company</strong></td>
</tr>
<tr>
<td>MPH Industries</td>
<td>Dept. Enterprise Services</td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
<td><strong>Mailing Address</strong></td>
</tr>
<tr>
<td>316 E 9th Street</td>
<td>P. O. Box 41411</td>
</tr>
<tr>
<td>Owensboro, KY 42303</td>
<td>Olympia, WA 98504-1411</td>
</tr>
<tr>
<td><strong>Physical Address</strong></td>
<td><strong>Physical Address</strong></td>
</tr>
<tr>
<td>316 E 9th Street</td>
<td>1500 Jefferson St. SE</td>
</tr>
<tr>
<td>Owensboro, KY 42303</td>
<td>Olympia, WA 98501</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><a href="mailto:elruud@mphindustries.com">elruud@mphindustries.com</a></td>
<td><a href="mailto:Steve.Jenkins@des.wa.gov">Steve.Jenkins@des.wa.gov</a></td>
</tr>
</tbody>
</table>

### DES Approval

<table>
<thead>
<tr>
<th>MCC Manager</th>
<th>Signature/Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael</td>
<td></td>
</tr>
</tbody>
</table>

---

Contract 01611 – MPH Industries, Amendment 2  
Page 2 of 2
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
6 Vendors

Telephone No. _____

Price Agreement Number: 20-000-00-00033
Price Agreement Amendment No.: Four
Term: November 28, 2011 - October 30, 2015

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Mona Espinosa
Telephone No.: (505) 827-0218

Invoice: As Requested

Title: Police Radar, Lidar, Parts and Accessories

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from October 31, 2013 to October 30, 2015 at the same price, terms and conditions.


Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/16/13

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 ME
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
6 Vendors

Telephone No. __________

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice: As Requested

Title: Police Radar, Lidar, Parts and Accessories

Price Agreement Number: 20-000-00-00033
Price Agreement Amendment No.: Three
Term: November 28, 2011 - October 30, 2013

Procurement Specialist: Mona Espinosa
Telephone No.: (505) 827-0218

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 28, 2012 to October 30, 2013 at the same price, terms and conditions.


Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 10/25/12

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
ME
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor  
(AE)0000048409  
Laser Technology Inc.  
7070 S. Tucson Way  
Centennial, CO 80112  

Telephone No.  (303) 649-1000 ext. 175

Price Agreement Number: 20-000-00-00033

Price Agreement Amendment No.: Two

Term: November 28, 2011 - November 27, 2012

Procurement Specialist: Mona Espinosa

Telephone No.: (505) 827-0218

Ship To:  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:  
As Requested

Title: Police Radar, Lidar, Parts and Accessories

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately.

The attached Products Price Schedule for Vendor (AE) Laser Technology Inc. shall replace the Products Price Schedule page included in the original Statewide Price Agreement contract attachment. The revision reflects the addition of the LTI 20/20 TruSpeed S, a new model, at a price of $1,295.00.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]

New Mexico State Purchasing Agent  
Date: 02/10/12

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM  87502-6850 (505) 827-0472
**CONTRACTOR INFORMATION**

| Contractor: | Laser Technology Inc.  
7070 S. Tucson Way  
Centennial, CO 80112 |
|-------------|------------------------|

<table>
<thead>
<tr>
<th>Contract Administration:</th>
<th>Primary Contact</th>
<th>Alternate Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Cheri Lucero</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 303.649.1000 Ext 175</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax: 800.280.6113 Ext 175</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail: <a href="mailto:Clucero@lasertech.com">Clucero@lasertech.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer Service/Order Placement:</th>
<th>Primary Contact</th>
<th>Alternate Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Cheri Lucero</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 303.649.1000 Ext 175</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax: 800.280.6113 Ext 175</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail: <a href="mailto:Clucero@lasertech.com">Clucero@lasertech.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Contract Pricing: | Pricing is 0% Discount off Manufacturer’s Parts Price List  
Pricing is 15% Discount off Manufacturer’s Accessories Price List |
|------------------|----------------------------------------------------------------|

<table>
<thead>
<tr>
<th>Contractor’s Website:</th>
<th><a href="http://www.lasertech.com/Speed-Enforcement-Measurement.aspx">http://www.lasertech.com/Speed-Enforcement-Measurement.aspx</a></th>
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</thead>
<tbody>
<tr>
<td>Federal ID No.:</td>
<td>84-0970494</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment/Order Placement Address:</th>
<th>Billing Will Be From</th>
<th>Payments Sent To</th>
</tr>
</thead>
</table>
| Laser Technology Inc.  
7070 S. Tucson Way  
Centennial, CO 80112 | Laser Technology Inc.  
7070 S. Tucson Way  
Centennial, CO 80112 |

<table>
<thead>
<tr>
<th>Orders To Be Sent To:</th>
<th>Same as Contractor Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Credit Card Acceptance:</td>
<td>MasterCard, VISA, AMEX</td>
</tr>
<tr>
<td>Minimum Orders:</td>
<td>None</td>
</tr>
</tbody>
</table>
| Delivery Time: | 10 Days After Receipt of Order (ARO) – Standard Orders  
30 Days After Receipt of Order (ARO) – Special Orders |
| Payment Terms: | Net 30 Days |
| Shipping Destination: | Freight on Board (FOB) Destination |
| Freight: | Prepaid and Included |
## Laser Technology

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laser Technology</td>
<td>LTI 20/20 TruCam</td>
<td>All in one, laser based photo/video speed measurement instrument that collects and stores a complete chain of video evidence on a secure SD card for both speeding and tailgating, along with a high-resolution image that identifies the vehicle make, model and license plate number. TruViewer backend software allows you to view and print violation. <a href="http://www.lasertech.com/TruCAM-Laser-Speed-Gun.aspx">http://www.lasertech.com/TruCAM-Laser-Speed-Gun.aspx</a></td>
<td>$4,995.00</td>
</tr>
<tr>
<td>Laser Technology</td>
<td>LTI 20/20 TruSpeed</td>
<td>The TruSpeed laser is one of the most economical and reliable laser speed devices in the world. It has a lightweight, ergonomic design that has a simple six button menu structure for simple operation. It offers pinpoint, single-vehicle targeting in multilane traffic as well as a 2000ft range, is water resistant and has a laser jammer detect notification all powered by (2) C cell batteries. <a href="http://www.lasertech.com/TruSpeed-Laser-Speed-Gun.aspx">http://www.lasertech.com/TruSpeed-Laser-Speed-Gun.aspx</a></td>
<td>$1,695.00</td>
</tr>
<tr>
<td>Laser Technology</td>
<td>LTI 20/20 TruSpeed S</td>
<td>The TruSpeed S possesses state-of-the-art technology, a simple point and shoot laser that can fit in the palm of your hand. Binocular-style design, less than 1 lb, rugged exterior, tactile grips, 7X scope, All-weather proof, all powered by (1) CR123A battery. Includes TruSpeed S, Carrying Case, Neck Strap, Eyepiece Cover, CR 123 A Batteries (quantity 2) and Manual. <a href="http://www.lasertech.com/TruSpeed-Laser-Speed-Gun.aspx">http://www.lasertech.com/TruSpeed-Laser-Speed-Gun.aspx</a></td>
<td>$1,295.00</td>
</tr>
<tr>
<td>Laser Technology</td>
<td>LTI 20/20 Ultralyte 100 LR</td>
<td>The Ultralyte 100 LR is the most durable laser on the market today. It has a extruded aluminum housing which has superior resistance to drop, falls and inclement weather. The 100LR has a maximum range of 3280ft, Red-dot scope with in-scope display of speed and range, Carrying Case, RS232 serial port, shoulder rest, all powered by (2) C cell alkaline batteries. <a href="http://www.lasertech.com/Ultralyte-Laser-Speed-Guns.aspx">http://www.lasertech.com/Ultralyte-Laser-Speed-Guns.aspx</a></td>
<td>$2,995.00</td>
</tr>
<tr>
<td>Laser Technology</td>
<td>LTI 20/20 Ultralyte 200 LR</td>
<td>The equivalent of the Ultralyte 100 LR the 200LR speed laser also allows you to map a crime collecting slope, horizontal distance and vertical distance in addition to having a maximum range of 3280ft, Red-dot scope with in-scope display of speed and range, Carrying Case, RS232 serial port, shoulder rest, all powered by (2) C cell batteries. <a href="http://www.lasertech.com/UltraLyte-Laser-Speed-Guns.aspx">http://www.lasertech.com/UltraLyte-Laser-Speed-Guns.aspx</a></td>
<td>$3,495.00</td>
</tr>
<tr>
<td>Laser Technology</td>
<td>LTI 20/20 Ultralyte LR B</td>
<td>The LR B is the simplest of the Ultralyte generation. It offers all the durability and ruggedness but has an easy 6 button interface to configure the laser. The LRB’s maximum range is 3280ft and comes with a 2x magnified Red-dot scope, Carrying Case, RS232 serial port, shoulder rest, all powered by (2) C cell alkaline batteries. <a href="http://www.lasertech.com/UltraLyte-Laser-Speed-Guns.aspx">http://www.lasertech.com/UltraLyte-Laser-Speed-Guns.aspx</a></td>
<td>$2,595.00</td>
</tr>
</tbody>
</table>

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**PARTS & ACCESSORIES DISCOUNTS**

<table>
<thead>
<tr>
<th>Manufacturer’s Parts Discount</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer Laser Technology</td>
<td>$2,595.00</td>
</tr>
<tr>
<td>Manufacturer’s Accessories Discount</td>
<td>15%</td>
</tr>
<tr>
<td>Manufacturer Laser Technology</td>
<td>15%</td>
</tr>
</tbody>
</table>
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
(AB) 0000014027
Decatur Electronics, Inc.
3433 East Wood Street
Phoenix, AZ 85040

Telephone No. (800) 428-4315

Price Agreement Number: 20-000-00-00033

Price Agreement Amendment No.: One

Term: November 28, 2011 - November 27, 2012

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice: As Requested

Procurement Specialist: Mona Espinosa
Telephone No.: (505) 827-0218

Title: Police Radar, Lidar, Parts and Accessories

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately.

The attached Products Price Schedule for Vendor (AB) Decatur Electronics, Inc., shall replace the Products Price Schedule page included in the original Statewide Price Agreement contract attachment. The original attachment page contained an error in the amount listed for the Genesis II Select™ Directional Traffic Safety Radar System (Dual) and in the descriptions regarding K Band and KA Band.

In addition to this corrected sheet, Washington State, host state of this Western States Contracting Alliance (WSCA) Price Agreement has corrected their online Contract.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 12/22/11
## PRODUCTS PRICE SCHEDULE

**Traffic Radar** (See: [http://www.decaturelectronics.com/content/police-radar](http://www.decaturelectronics.com/content/police-radar))

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description/Configuration</th>
<th>Current Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Decatur Electronics</td>
<td>Genesis Handheld Directional™</td>
<td><a href="http://www.decaturelectronics.com/content/dash-mounted-radar">http://www.decaturelectronics.com/content/dash-mounted-radar</a></td>
<td>$645.00</td>
</tr>
<tr>
<td>Decatur Electronics</td>
<td>Genesis II Select™ Traffic Safety Radar System (Dual) K Band</td>
<td><a href="http://www.decaturelectronics.com/content/dash-mounted-radar">http://www.decaturelectronics.com/content/dash-mounted-radar</a></td>
<td>$1775.00</td>
</tr>
<tr>
<td>Decatur Electronics</td>
<td>Genesis II Select™ Traffic Safety Radar System (Dual) KA Band</td>
<td><a href="http://www.decaturelectronics.com/content/dash-mounted-radar">http://www.decaturelectronics.com/content/dash-mounted-radar</a></td>
<td>$1775.00</td>
</tr>
<tr>
<td>Decatur Electronics</td>
<td>Genesis II Select™ Directional Traffic Safety Radar System (Dual)</td>
<td><a href="http://www.decaturelectronics.com/content/dash-mounted-radar">http://www.decaturelectronics.com/content/dash-mounted-radar</a></td>
<td>$1,995.00</td>
</tr>
<tr>
<td>Decatur Electronics</td>
<td>Genesis II Select Harley Davidson</td>
<td><a href="http://www.decaturelectronics.com/content/dash-mounted-radar">http://www.decaturelectronics.com/content/dash-mounted-radar</a></td>
<td>$2695.00</td>
</tr>
<tr>
<td>Decatur Electronics</td>
<td>Scout Battery Operated Handheld Radar</td>
<td><a href="http://www.decaturelectronics.com/content/scout-handheld-radar">http://www.decaturelectronics.com/content/scout-handheld-radar</a></td>
<td>$995.00</td>
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### Extra Manuals

<table>
<thead>
<tr>
<th>Part #</th>
<th>Part</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Extra Manual</td>
<td>Operator's Manual</td>
<td>N/C</td>
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</tr>
<tr>
<td>Extra Manual</td>
<td>Installation Manual</td>
<td>N/C</td>
<td></td>
</tr>
<tr>
<td>Extra Manual</td>
<td>Service Manual</td>
<td>N/C</td>
<td></td>
</tr>
</tbody>
</table>

## PARTS & ACCESSORIES PRICE SCHEDULE

<table>
<thead>
<tr>
<th>Parts and Accessories</th>
<th>Discount off List price</th>
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</thead>
<tbody>
<tr>
<td>ALL</td>
<td>25%</td>
</tr>
</tbody>
</table>
State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
6 Vendors – See page 2

Telephone No. ____

Price Agreement Number: 20-000-00-00033
Payment Terms: See Contract
F.O.B.: See Contract
Delivery: See Contract

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As requested

Procurement Specialist: Mona Espinosa
Telephone No.: (505) 827-0218

Title: Police Radar, Lidar, Parts and Accessories

Term: November 28, 2011 thru November 27, 2012

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 11/28/11

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 AM
(AA) 0000044185
Applied Concepts, Inc.
2609 Technology Dr.
Plano, TX 75074-7467
(800) 782-5537 ext. 143

(AB) 0000014027
Decatur Electronics, Inc.
3433 East Wood Street
Phoenix, AZ 85040
(800) 428-4315

(AC) 0000009004
Digital Ally Inc.
7311 W. 130th Street, Ste. 170
Overland park, KS 66213
(800) 440-4947

(AD) 0000015546
Kustom Signals, Inc.
PO Box 411882
Kansas City, MO 64141-1882
(800) 852-1270 ext. 3107

(AE) 0000045409
Laser Technology Inc.
7070 S. Tucson Way
Centennial, CO 80112
(303) 649-1000 ext. 175

(AF) 0000042032
MPH Industries, Inc.
316 E 9th St.
Owensboro, KY 42303
(888) 689-9222 ext. 398
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA) Master Price Agreement
(Contract No. 01611)
State of New Mexico Participating Addendum (Price Agreement Number 20-000-00-00033)

Police Radar, Lidar, Parts & Equipment

MASTER PRICE AGREEMENT
APPLIED CONCEPTS, INC.
Contract Number 01611

Participating Entity Name: State of New Mexico

1. **Scope:** This addendum covers the WSCA Police Radar, Lidar, Parts & Equipment lead by the State of Washington for use by state agencies and other entities located in the Participating State authorized by the state's statutes to utilize state contracts.

2. **Participation:** Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Procurement Official.

3. **Participating State Modifications or Additions to Master Price Agreement:** The successful vendor will remit to the State of New Mexico Contract Manager an Administrative Fee in the amount of one percent (1%) of all sales for New Mexico State and Local Public Bodies from this contract. Checks should be made payable to the State of New Mexico.

The Administrative Fee is based upon:

- The sales of all parts and equipment;

In accordance with the following schedule:

<table>
<thead>
<tr>
<th>Period End</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>December 31</td>
<td>January 31</td>
</tr>
<tr>
<td>March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>June 30</td>
<td>July 31</td>
</tr>
</tbody>
</table>
PARTICIPATING ADDENDUM
WSCA Master Price Agreement (Contract 01611)
State of New Mexico Participating Addendum (Price Agreement Number 20-000-00-00033)

4. **Lead State Primary Contact:**
The primary participating entity contact for this participating addendum is as follows:
   
   **Name:** Steve Jenkins  
   **Participating Entity Name:** State of Washington, Department of General Administration, Office of State Procurement  
   **Address:** 210 11th Avenue SW, Rm. 201  
   Olympia, WA 98504-1017  
   **Telephone:** (360)902-7317  
   **Fax:** (360)586-2426  
   **E-mail:** steve.jenkins@qa.wa.gov

The primary Contractor contact for this participating addendum is as follows:
   
   **Name:** Jack Beck  
   **Contractor:** APPLIED CONCEPTS, INC.  
   **Address:** 2609 Technology Dr.  
   Plano, TX 75074-7467  
   **Telephone:** (800)782-5537 ext. 143  
   **E-mail:** Jack01@staikerradar.com

**Participating State Contact:**
   
   **Name:** Mona Espinosa  
   State of New Mexico  
   **Address:** 1100 St. Francis Drive  
   Santa Fe, NM 87505  
   **Telephone:** (505)827-0218  
   **Fax:** (505)827-2484  
   **E-Mail:** Ramona.Espinosa@state.nm.us

5. **Subcontractors:** The following subcontractor(s) are authorized to perform services.
   
   **NONE**

6. **Price Agreement Number:**
All purchase orders issued by procuring agencies within the jurisdiction of the participating addendum shall include the Participating State contract number 20-000-00-00033 and the Lead State price agreement number: 01611.
PARTICIPATING ADDENDUM
WSCA Master Price Agreement (Contract 01611)
State of New Mexico Participating Addendum (Price Agreement Number 20-000-00-00033)

The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Agreement.

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

Signed by governmental entity or state and contractor

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

Signatures as required by State Statutes, Rules or Policies

<table>
<thead>
<tr>
<th>Participating State:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Mexico</td>
<td>APPLIED CONCEPTS, INC.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By:</th>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>[Signature]</td>
<td>[Signature]</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Purchasing Agent</td>
<td>Sales Administration Manager</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/8/11</td>
<td>November 08, 2011</td>
</tr>
</tbody>
</table>

Page 3 of 3
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA) Master Price Agreement
(Contract No. 01611)
State of New Mexico Participating Addendum (Price Agreement Number 20-000-00-00033)

Police Radar, Lidar, Parts & Equipment

MASTER PRICE AGREEMENT
DECATUR ELECTRONICS, INC.
Contract Number 01611

Participating Entity Name: State of New Mexico

1. **Scope:** This addendum covers the WSCA Police Radar, Lidar, Parts & Equipment lead by the State of Washington for use by state agencies and other entities located in the Participating State authorized by the state's statutes to utilize state contracts.

2. **Participation:** Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Procurement Official.

3. **Participating State Modifications or Additions to Master Price Agreement:** The successful vendor will remit to the State of New Mexico Contract Manager an Administrative Fee in the amount of one percent (1%) of all sales for New Mexico State and Local Public Bodies from this contract. Checks should be made payable to the State of New Mexico.

The Administrative Fee is based upon:

- The sales of all parts and equipment;

In accordance with the following schedule:

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<td>June 30</td>
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PARTICIPATING ADDENDUM
WSCA Master Price Agreement (Contract 01611)
State of New Mexico Participating Addendum (Price Agreement Number 20-000-00-00033)

4. **Lead State Primary Contact:**
The primary participating entity contact for this participating addendum is as follows:

- **Name:** Steve Jenkins
- **Participating Entity Name:** State of Washington, Department of General Administration, Office of State Procurement
- **Address:** 210 11th Avenue SW, Rm. 201
  - Olympia, WA 98504-1017
- **Telephone:** (360)902-7317
- **Fax:** (360)586-2426
- **E-mail:** steve.jenkins@qa.wa.gov

The primary Contractor contact for this participating addendum is as follows:

- **Name:** Krista Abercrombie
- **Contractor:** DECATUR ELECTRONICS, INC.
- **Address:** 3433 East Wood Street.
  - Phoenix, AZ 85040
- **Telephone:** (800)428-4315
- **E-mail:** krista.abercrombie@soncellna.com

**Participating State Contact:**

- **Name:** Mona Espinosa
- **State of New Mexico**
- **Address:** 1100 St. Francis Drive
  - Santa Fe, NM 87505
- **Telephone:** (505)827-0218
- **Fax:** (505)827-2484
- **E-mail:** Ramona.Espinosa@state.nm.us

5. **Subcontractors:** The following subcontractor(s) are authorized to perform services.
NONE

6. **Price Agreement Number:**
All purchase orders issued by procuring agencies within the jurisdiction of the participating addendum shall include the Participating State contract number 20-000-00-00033 and the Lead State price agreement number: 01611.
PARTICIPATING ADDENDUM
WSCA Master Price Agreement (Contract 01611)
State of New Mexico Participating Addendum (Price Agreement Number 20-000-00-00033)

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This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

Signed by governmental entity or state and contractor

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<thead>
<tr>
<th>Participating State:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>New Mexico</td>
<td>DECATUR ELECTRONICS, INC.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By:</th>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>LAWRENCE O. MAXWELL</td>
<td>Krista Abercrombie</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Purchasing Agent</td>
<td>Bid/Contract Specialist</td>
</tr>
</tbody>
</table>

Date: 12/07/11       Date: 11/08/2011
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA) Master Price Agreement
(Contract No. 01611)
State of New Mexico Participating Addendum (Price Agreement Number 20-000-00-00033)

Police Radar, Lidar, Parts & Equipment

MASTER PRICE AGREEMENT
DIGITAL ALLY INC.
Contract Number 01611

Participating Entity Name: State of New Mexico

1. **Scope:** This addendum covers the WSCA Police Radar, Lidar, Parts & Equipment lead by the State of Washington for use by state agencies and other entities located in the Participating State authorized by the state’s statutes to utilize state contracts.

2. **Participation:** Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state’s statutes to use state contracts are subject the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Procurement Official.

3. **Participating State Modifications or Additions to Master Price Agreement:** The successful vendor will remit to the State of New Mexico Contract Manager an Administrative Fee in the amount of one percent (1%) of all sales for New Mexico State and Local Public Bodies from this contract. Checks should be made payable to the State of New Mexico.

The Administrative Fee is based upon:

- The sales of all parts and equipment;

In accordance with the following schedule:

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<tr>
<th>Period End</th>
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<tbody>
<tr>
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<td>March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>June 30</td>
<td>July 31</td>
</tr>
</tbody>
</table>

Page 1 of 3
4. **Lead State Primary Contact:**
The primary participating entity contact for this participating addendum is as follows:

- **Name:** Steve Jenkins
- **Participating Entity Name:** State of Washington, Department of General Administration, Office of State Procurement
- **Address:** 210 11th Avenue SW, Rm. 201
  Olympia, WA 98504-1017
- **Telephone:** (360)902-7317
- **Fax:** (360)586-2426
- **E-mail:** steve.jenkins@ga.wa.gov

The primary Contractor contact for this participating addendum is as follows:

- **Name:** Digital Ally Inside Sales
- **Contractor:** DIGITAL ALLY INC.
- **Address:** 7311 W. 130th Street Ste 170
  Overland Park, KS 66213
- **Telephone:** (800)440-4947
- **E-mail:** sales@digitalallyinc.com

**Participating State Contact:**

- **Name:** Mona Espinosa
  State of New Mexico
- **Address:** 1100 St. Francis Drive
  Santa Fe, NM 87505
- **Telephone:** (505)827-0218
- **Fax:** (505)827-2484
- **E-mail:** Ramona.Espinosa@state.nm.us

5. **Subcontractors:** The following subcontractor(s) are authorized to perform services.
NONE

6. **Price Agreement Number:**
All purchase orders issued by procuring agencies within the jurisdiction of the participating addendum shall include the Participating State contract number 20-000-00-00033 and the Lead State price agreement number: 01611.
PARTICIPATING ADDENDUM
WSCA Master Price Agreement (Contract 01611)
State of New Mexico Participating Addendum (Price Agreement Number 20-000-00-00033)

The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Agreement.

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

Signed by governmental entity or state and contractor

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

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<thead>
<tr>
<th>Participating State:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Mexico</td>
<td>DIGITAL ALLY, INC.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By:</th>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: LAWRENCE O. MULLER</td>
<td>Name: Russ Herron</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inside Sales Manager</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/27/11</td>
<td>November 17, 2011</td>
</tr>
</tbody>
</table>

Page 3 of 3
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA) Master Price Agreement
(Contract No. 01611)
State of New Mexico Participating Addendum (Price Agreement Number 20-000-00-00033)

Police Radar, Lidar, Parts & Equipment

MASTER PRICE AGREEMENT
KUSTOM SIGNALS, INC.
Contract Number 01611

Participating Entity Name: State of New Mexico

1. **Scope:** This addendum covers the WSCA Police Radar, Lidar, Parts & Equipment lead by the State of Washington for use by state agencies and other entities located in the Participating State authorized by the state’s statutes to utilize state contracts.

2. **Participation:** Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state’s statutes to use state contracts are subject the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Procurement Official.

3. **Participating State Modifications or Additions to Master Price Agreement:** The successful vendor will remit to the State of New Mexico Contract Manager an Administrative Fee in the amount of one percent (1%) of all sales for New Mexico State and Local Public Bodies from this contract. Checks should be made payable to the State of New Mexico.

   The Administrative Fee is based upon:
   
   - The sales of all parts and equipment;

   In accordance with the following schedule:

<table>
<thead>
<tr>
<th>Period End</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>December 31</td>
<td>January 31</td>
</tr>
<tr>
<td>March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>June 30</td>
<td>July 31</td>
</tr>
</tbody>
</table>
PARTICIPATING ADDENDUM
WSCA Master Price Agreement (Contract 01611)
State of New Mexico Participating Addendum (Price Agreement Number 20-000-00-00033)

4. Lead State Primary Contact:
The primary participating entity contact for this participating addendum is as follows:
   Name: Steve Jenkins
   Participating Entity Name: State of Washington, Department of General Administration, Office of State Procurement
   Address: 210 11th Avenue SW, Rm. 201
            Olympia, WA 98504-1017
   Telephone: (360)966-7937
   Fax: (360)966-2426
   E-mail: steve.jenkins@ga.wa.gov

The primary Contractor contact for this participating addendum is as follows:
   Name: Mary Beiriger
   Contractor: KUSTOM SIGNALS, INC.
   Address: PO Box 411882
            Kansas City, MO 64141-1882
   Telephone: (800)852-1270 Ext. 3107
   E-mail: mbeiriger@kustomsignals.com

Participating State Contact:
   Name: Mona Espinosa
   State of New Mexico
   Address: 1100 St. Francis Drive
            Santa Fe, NM 87505
   Telephone: (505)827-0218
   Fax: (505)827-2484
   E-Mail: Ramona.Espinosa@state.nm.us

5. Subcontractors: The following subcontractor(s) are authorized to perform services.
   NONE

6. Price Agreement Number:
   All purchase orders issued by procuring agencies within the jurisdiction of the participating addendum shall include the Participating State contract number 20-000-00-00033 and the Lead State price agreement number: 01611.
PARTICIPATING ADDENDUM
WSCA Master Price Agreement (Contract 01611)
State of New Mexico Participating Addendum (Price Agreement Number 20-000-00-00033)

The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Agreement.

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

Signed by governmental entity or state and contractor

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

Signatures as required by State Statutes, Rules or Policies

<table>
<thead>
<tr>
<th>Participating State:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Mexico</td>
<td>KUSTOM SIGNALS, INC.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By:</th>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: LAURENCE O. MAXWELL</td>
<td>Name: Sarah Derley</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title: State Purchasing Agent</th>
<th>Title: Bids and Proposals Manager</th>
</tr>
</thead>
</table>

Date: 12/8/11  Date: 11/9/11

Page 3 of 3
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA) Master Price Agreement
(Contract No. 01611)
State of New Mexico Participating Addendum (Price Agreement Number 20-000-00-00033)

Police Radar, Lidar, Parts & Equipment

MASTER PRICE AGREEMENT
LASER TECHNOLOGY INC.
Contract Number 01611

Participating Entity Name: State of New Mexico

1. **Scope:** This addendum covers the WSCA Police Radar, Lidar, Parts & Equipment lead by the State of Washington for use by state agencies and other entities located in the Participating State authorized by the state's statutes to utilize state contracts.

2. **Participation:** Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Procurement Official.

3. **Participating State Modifications or Additions to Master Price Agreement:** The successful vendor will remit to the State of New Mexico Contract Manager an Administrative Fee in the amount of one percent (1%) of all sales for New Mexico State and Local Public Bodies from this contract. Checks should be made payable to the State of New Mexico.

The Administrative Fee is based upon:

- The sales of all parts and equipment;

In accordance with the following schedule:

<table>
<thead>
<tr>
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<tbody>
<tr>
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WSCA Master Price Agreement (Contract 01611)
State of New Mexico Participating Addendum (Price Agreement Number 20-000-00-00033)

4. **Lead State Primary Contact:**
The primary participating entity contact for this participating addendum is as follows:

- **Name:** Steve Jenkins
- **Participating Entity Name:** State of Washington, Department of General Administration, Office of State Procurement
- **Address:** 210 11th Avenue SW, Rm. 201
  Olympia, WA 98504-1017
- **Telephone:** (360)902-7317
- **Fax:** (360)586-2426
- **E-mail:** steve.jenkins@oga.wa.gov

The primary Contractor contact for this participating addendum is as follows:

- **Name:** Cheri Lucero
- **Contractor:** LASER TECHNOLOGY INC.
- **Address:** 7070 S. Tucson Way
  Centennial, CO 80112
- **Telephone:** (303)649-1000 Ext. 175
- **E-mail:** clucero@lasertech.com

**Participating State Contact:**

- **Name:** Mona Espinosa
- **Address:** 1100 St. Francis Drive
  Santa Fe, NM 87505
- **Telephone:** (505)827-0218
- **Fax:** (505)827-2484
- **E-Mail:** Ramona.Espinosa@state.nm.us

5. **Subcontractors:** The following subcontractor(s) are authorized to perform services.
NONE

6. **Price Agreement Number:**
All purchase orders issued by procuring agencies within the jurisdiction of the participating addendum shall include the Participating State contract number 20-000-00-00033 and the Lead State price agreement number: 01611.
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Signed by governmental entity or state and contractor

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

Signatures as required by State Statutes, Rules or Policies

Participating State: New Mexico
Contractor: LASER TECHNOLOGY, INC.

By: [Signature] By: [Signature]
Name: [Name] Name: Cheri Lucero

Title: State Purchasing Agent Title: Contract/Bids Coordinator

Date: 12/8/11 Date: November 8, 2011

Page 3 of 3
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA) Master Price Agreement
(Contract No. 01611)
State of New Mexico Participating Addendum (Price Agreement Number 20-000-00-00033)

Police Radar, Lidar, Parts & Equipment

MASTER PRICE AGREEMENT
MPH INDUSTRIES, INC.
Contract Number 01611

Participating Entity Name: State of New Mexico

1. Scope: This addendum covers the WSCA Police Radar, Lidar, Parts & Equipment lead by the State of Washington for use by state agencies and other entities located in the Participating State authorized by the state's statutes to utilize state contracts.

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Olympia, WA 98504-1017
Telephone: (360)902-7317
Fax: (360)586-2426
E-mail: steve.jenkins@ga.wa.gov

The primary Contractor contact for this participating addendum is as follows:
Name: Eric Ruud
Contractor: MPH INDUSTRIES, INC.
Address: 316 E 9th St
Owensboro, KY 42303
Telephone: (888)689-9222 Ext. 398
E-mail: elruud@mphinustries.com

Participating State Contact:
Name: Mona Espinosa
State of New Mexico
Address: 1100 St. Francis Drive
Santa Fe, NM 87505
Telephone: (505)827-0218
Fax: (505)827-2484
E-Mail: Ramona.Espinosa@state.nm.us

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<td>MPH INDUSTRIES, INC.</td>
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</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>LAWRENCE C. MAXWELL</td>
<td>Eric Ruud</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
<th>Title:</th>
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</thead>
<tbody>
<tr>
<td>STATE PURCHASING AGENT</td>
<td>National Sales Manager</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/11</td>
<td>11-11-11</td>
</tr>
</tbody>
</table>
PART II    THE MODEL CONTRACT

State of Washington
Department of General Administration
Office of State Procurement (OSP)

Contract 01611
The State of Washington on behalf of
The Western States Contracting Alliance (WSCA)
A Multi-State Contract for:

Police Radar, Lidar, Parts and Accessories

For Purchases of Materials, Supplies, Services, and Equipment
Under the Authority of
Chapter 43.19 RCW
1 OVERVIEW

1.1 CONTRACT SCOPE

This contract is intended to support the needs of state and local law enforcement for Police Radar, Lidar, Parts and Accessories. This contract will provide new equipment as well as replacement parts and accessories for existing embedded devices, already owned and in operation by various departments throughout the United States.

This Contract is to facilitate the as-needed purchase of Police Radar, Lidar, Parts and Accessories for participating members of the Western States Contracting Alliance (WSCA).

This Contract was bid under the statutory authority of RCW 43.19 for the purchase of goods and services as stated herein and RCW 39.34 which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities.

1.2 CONTRACT MODIFICATIONS

The Purchasing Activity reserves the right to modify this Contract by mutual agreement between the Purchasing Activity and the Contractor, so long as such modification is substantially within the scope of the original Contract. Such modifications will be evidenced by issuance of a written authorized amendment by the Contract Administrator.

1.3 RECITALS

The state of Washington, acting by and through the Department of General Administration (GA), Office of State Procurement (OSP) issued an Invitation for Bid (IFB) for the purpose of purchasing goods and services in accordance with its authority under Chapter 43.19 RCW.

The Awarded Contractor submitted a timely Response to OSP's SOLICITATION #01611.

OSP evaluated all properly submitted Responses to the above-referenced SOLICITATION and has identified the Awarded Contractor as the apparently successful Contractor.

OSP has determined that entering into a Contract with Awarded Contractor will meet Purchaser’s needs and will be in Purchaser’s best interest.

NOW THEREFORE, OSP awards to the Awarded Contractor this Contract, the terms and conditions of which shall govern Contractor’s furnishing to Purchasers the goods and services as described herein. This Contract is not for personal use.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:
1.4 PARTICIPATING ENTITIES

Potential Participating Entities include members of the Western States Contracting Alliance. The Western States Contracting Alliance (WSCA) is a cooperative group-contracting consortium for state government departments, institutions, institutions of higher education, agencies and political subdivisions (e.g., school districts, counties, cities, etc.,) for the States of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. WSCA is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO). This contract may also be used by other NASPO states with the authorization of the WSCA directors and subject to approval of the individual State Procurement Director and local statutory provisions.

In addition to the State of Washington, the following entities have signified their intent to participate in this contract: Alaska, Arizona, Colorado, Delaware, Hawaii, Idaho, Louisiana, Minnesota, Montana, Nevada, New Mexico, North Dakota, Oklahoma, Utah and Vermont.

This Intent to Participate is not binding. Other states and public entities may use awards based on this solicitation at any time during the contract period.

All members of the Washington State Purchasing Cooperative (WSPC) including where applicable: State Agencies, Institutions of Higher Education, Political Subdivisions, and Non-Profit Corporations are eligible to use this Contract.

While use of the Contract by Political Subdivisions and Non-Profit Corporations that are members of the WSPC is optional, the Office of State Procurement encourages them to use state contracts. Their use of the contracts may significantly increase the purchase volume. Their orders are subject to the same contract terms, conditions and pricing as state agencies. The Office of State Procurement accepts no responsibility for orders or payment by WSPC members.

A list of WSPC members is available at http://www.ga.wa.gov/PCA/SPC.htm.

Purchases by Nonprofit Corporations

Legislation allows nonprofit corporations to participate in State Contracts for purchases administered by the Office of State Procurement (OSP). By mutual agreement with OSP, the contractor may sell goods or services at contract pricing awarded under this SOLICITATION and resulting contract to self certified nonprofit corporations. Such
organizations purchasing under the State Contract shall do so only to the extent they retain eligibility and comply with other contract and statutory provisions. The contractor may make reasonable inquiry of credit worthiness prior to accepting orders or delivering goods or services on contract. The State accepts no responsibility for payments by nonprofit corporations. Their use of the contracts may significantly increase the purchase volume. Their orders are subject to the same contract terms, conditions and pricing as state agencies.

1.5 ESTIMATED USAGE

Based on past and/or projected usage, it is estimated that purchases over the initial term of the Contract may approximate $4,700,000 as follows:

<table>
<thead>
<tr>
<th>State</th>
<th>Annual estimated volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaska</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>Arizona</td>
<td>Not provided</td>
</tr>
<tr>
<td>Colorado</td>
<td>Not provided</td>
</tr>
<tr>
<td>Delaware</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>Hawaii</td>
<td>not provided</td>
</tr>
<tr>
<td>Idaho</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Louisiana</td>
<td>Not provided</td>
</tr>
<tr>
<td>Minnesota</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>Montana</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>Nevada</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>New Mexico</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>North Dakota</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Oklahoma</td>
<td>$320,000.00</td>
</tr>
<tr>
<td>Utah</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Vermont</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Washington</td>
<td>$675,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>16 states</th>
<th>1st term Total: $5,340,000</th>
</tr>
</thead>
</table>

This estimate is provided solely for the purpose of assisting Bidders in preparing their Response. Orders will be placed only on an as needed basis.

The State of Washington does not represent or guarantee any minimum purchase.

1.6 CONTRACT TERM

The initial term of this contract is Two (2) years from the effective date of award with the option to extend for additional term(s) or portions thereof. Extension for each additional term shall be offered at the sole discretion of the Purchasing Activity and are subject to written mutual agreement. The total contract term, including the initial term and all
subsequent extensions, shall not exceed Seven (7) years unless an emergency exists and/or special circumstances require a partial term extension. The state reserves the right to extend with all or some of the contractors, solely determined by the state.

2 CONTRACT ADMINISTRATION

2.1 PURCHASING ACTIVITY CONTRACT ADMINISTRATOR
The Purchasing Activity shall appoint a single point of contact that will be the Contract Administrator for this Contract and will provide oversight of the activities conducted hereunder. The Contract Administrator will be the principal contact for Contractor concerning business activities under this Contract. The Purchasing Activity will notify Contractor, in writing, when there is a new Contract Administrator assigned to this Contract.

2.2 ADMINISTRATION OF CONTRACT
GA will maintain Contract information and pricing and make it available on the GA website. The Contract prices are the maximum price the Contractor can charge. The Contractor may also offer volume discounts to Purchasers.

2.3 CONTRACT PRODUCT CHANGES
A Contractor may propose a revision to its offerings to reflect changed Products appropriate to the scope of the Contract, and may propose such new Products with associated prices to the GA Contract Administrator for approval. Contract Administrator has the sole discretion in approval of addition of revised offerings and pricing. New or changed Products proposed by Contractor must meet the requirements established in this solicitation document or subsequent revisions. If approved by GA, the new Products will be added to the Contract by written amendment.

2.4 CONTRACTOR SUPERVISION AND COORDINATION
Contractor shall:

1. Competently and efficiently, supervise and coordinate the implementation and completion of all Contract requirements specified herein;

2. Identify the Contractor’s Representative, who will be the principal point of contact for the Purchasing Activity Contract Administrator concerning Contractor’s performance under this Contract.

3. Immediately notify the Contract Administrator in writing of any change of the designated Contractor’s Representative assigned to this Contract; and

4. Violation of any provision of this paragraph may be considered a material breach establishing grounds for Contract termination.

Be bound by all written communications given to or received from the Contractor’s Representative.
2.5 POST AWARD CONFERENCE
The contractor may be required to attend a post award conference scheduled by the Procurement Coordinator to discuss contract performance requirements. The time and place of this conference will be scheduled following contract award.

2.6 CONTRACT MANAGEMENT
Upon award of this contract, the contractor shall:

1. Review the impact of the award and take the necessary steps needed to ensure that contractual obligations will be fulfilled.

2. Promote and market the use of this contract to all authorized contract Purchasers.

3. Ensure that those who endeavor to utilize this contract are authorized Purchasers under this Contract.

4. At no additional charge, assist Purchasers in the following manner to make the most cost effective, value based, purchases including, but not limited to:
   a) Visiting the Purchaser site and providing Purchaser with materials/supplies/equipment recommendations.
   b) Providing Purchasers with a detailed list of contract items including current contract pricing and part numbers.

5. The contractor shall designate a customer service representative who will be responsible for addressing Purchaser issues including, but not limited to:
   a) Logging requests for service, ensuring repairs are completed in a timely manner, dispatching service technicians, and processing warranty claim documentation.
   b) Providing Purchasers with regular and timely status updates in the event of an order or repair fulfillment delay.

6. Acting as the lead and liaison between the manufacturer and Purchaser in resolving warranty claims for contract items purchased.

2.7 CHANGES
Alterations to any of the terms, conditions, or requirements of this Contract shall only be effective upon written issuance of a mutually agreed Contract Amendment by the Contract Administrator. However, changes to point of contact information may be updated without the issuance of a mutually agreed Contract Amendment.

2.8 CONTRACT ADMINISTRATION FEE
The Contract(s) will be subject to a WSCA Administration Fee. Bidder(s) will include this fee in its Contract pricing and not as a separate line item to Participating Entities. The Contractor(s) will collect the fees and distribute the fees to WSCA as outlined below:

WSCA Administration Fee
The WSCA Administration Fee will be one half of one percent (0.5%) on all purchases made under authority of the Contract. Purchases are defined as total invoice price less sales tax.

The WSCA Administrative fee shall be paid within thirty (60) days after the end of the calendar quarter. It is the Contractor’s responsibility to calculate and remit the Administrative Fee since WSCA does not issue an invoice for this fee. Contractor shall indicate the Contract Number #01611 and include with the remittance, a quarterly sales report by WSCA contract participant. The administrative fee shall be paid to:

WESTERN STATES CONTRACTING ALLIANCE (WSCA)
C/O AMR MANAGEMENT SERVICES
201 EAST MAIN STREET, SUITE 1450
LEXINGTON, KY 40507

In addition to the WSCA Administration Fee as stated above, some Participating Entities may also require an administrative fee, and will be incorporated into the Participating Entity’s Participating Addendum. Participating Entity Administrative Fees may be added to the price of each item or as a separate line item as agreed in each individual Participating Addendum.

2.9 WASHINGTON STATEWIDE VENDOR PAYMENT REGISTRATION
Contractors are required to be registered in Washington’s Statewide Vendor Payment system, prior to submitting a request for payment under this Contract. Purchasers who are Washington state agencies require registration to be completed prior to payment.

The Washington State Office of Financial Management (OFM) maintains a central contractor registration file for Washington State agencies to process contractor payments.

To obtain registration materials go to http://www.ofm.wa.gov/accounting/vendors.asp the form has two parts; Part 1 is the information required to meet the above registration condition. Part 2 allows the Washington state agencies to pay invoices electronically with direct deposit and is the state’s most efficient method of payment and you are encouraged to sign up for this form of payment.

2.10 SALES & SUBCONTRACTOR REPORTS
The Contractor shall provide a Sales and Subcontractor Report to the Office of State Procurement on a quarterly basis in the electronic format provided by the Office of State Procurement at: https://fortress.wa.gov/ga/apps/CSR/Login.aspx.

Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

2.11 OTHER REQUIRED REPORT(S)
All reports required under this contract must be delivered to the Contract Administrator. Contractor may be required to provide a detailed annual contract sales history report that may include but is not limited to products description, part number, per unit quantities
sold, contract price in an electronic format that can be read by MS Excel. Other required reports will be designed and approved by the parties by mutual agreement.

2.12 WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)
Contractor shall be registered in the Contractor registration system, Washington’s Electronic Business Solution (WEBS) www.ga.wa.gov/webs, maintained by the Washington State Department of General Administration. Contractors already registered need not re-register. It is the sole responsibility of Contractor to properly register with WEBS and maintain an accurate Contractor profile in WEBS.

3 PRICING

3.1 PRICE PROTECTION
During the contract period, any price declines at the manufacturer’s level or cost reductions to contractor shall be reflected in a reduction of the contract price retroactive to the date the price decline or cost reduction was available to the contractor.

3.2 NO ADDITIONAL CHARGES
Unless otherwise specified in the Solicitation, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrators sole discretion, additional charges may be allowed.

3.3 PRICE ADJUSTMENTS
Contractor requests for adjustments in pricing will be considered at the sole discretion of the Purchasing Activity. During Contract period pricing shall remain firm and fixed for the initial 365 days of the Contract and then on a pass through basis only that does not produce a higher profit margin for Contractor than that established by the original Contract pricing.

Contractors shall not make extensions contingent on price adjustments.
Price increases will not be considered without supporting documentation sufficient to justify the requested increase. Documentation must be based on published indices such as the Producer Price Index or other acceptable indices, and/or the result of increases at the manufacturer’s level, other supportable pricing increases, and incurred after Contract commencement date. Contractor shall provide a detailed breakdown of their costs upon request. A minimum of 60 calendar days advance written notice of price increase is required.

The granting of any price adjustment will be at the sole discretion of the Contract Administrator. The Contractor shall be notified in writing by the Contract Administrator of any price adjustment granted, and such price adjustment shall be set forth in a written
amendment to the Contract. Price adjustments granted shall remain unchanged for at least 365 calendar days thereafter, and no request for adjustments in price will be considered during that time period.

4 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

4.1 ESTABLISHED BUSINESS
Prior to commencing performance, or prior to that time if required by the Purchasing Activity, law or regulation, Contractor must be an established business firm with all required licenses, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform the work as specified in the Solicitation. Contractor shall maintain compliance with these requirements throughout the life of this contract.

The Purchasing Activity reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

4.2 DEALER AUTHORIZATION
The Contractor, if other than the manufacturer, shall provide upon request from a customer, a current, dated, and signed authorization from the manufacturer that the Contractor is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer’s products. Failure to provide manufacturer’s authorization may result in Contract cancellation.

4.3 USE OF SUBCONTRACTORS
In accordance with IFB requirements, Contractor agrees to take complete responsibility for all actions of such Subcontractors.

Prior to performance, Contractor shall identify all subcontractors who will perform services in fulfillment of contract requirements, including their name, the nature of services to be performed, address, telephone, facsimile, email, federal tax identification number (TIN), and anticipated dollar value of each subcontract:

The Purchasing Activity reserves the right to approve or reject any and all Subcontractors that identified by the contractor. Any Subcontractors not listed in the Bidder’s Response, who are engaged by the Contractor, must be pre-approved, in writing, by the Purchasing Activity.

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 RCW.

4.4 SUBCONTRACTS AND ASSIGNMENT
Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Contractor shall provide a minimum of thirty (30) calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Contract. Violation of
this condition may be considered a material breach establishing grounds for Contract termination. The Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to any and all Subcontractors. In no event shall the existence of a Subcontract operate to release or reduce the liability of Contractor to the state for any breach in the performance of the Contractor's duties.

4.5 CONTRACTOR AUTHORITY AND INFRINGEMENT
Contractor is authorized to sell under this Contract, only those materials, supplies, services and/or equipment as stated herein and allowed for by the provisions of this Contract. Contractor shall not represent to any Purchasers that they have the contract authority to sell any other materials, supplies, services and/or equipment. Further, Contractor may not intentionally infringe on other established State Contracts.

4.6 MATERIALS AND WORKMANSHIP
The Contractor shall be required to furnish all materials, supplies, equipment and/or services necessary to perform Contractual requirements. Materials, supplies and workmanship used in the construction of equipment for this Contract shall conform to all applicable federal, state, and local codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials, supplies and equipment shall be manufactured in accordance with the best commercial practices and standards for this type of materials, supplies, and equipment.

4.7 MERCURY CONTENT AND PREFERENCE
Contractor shall provide mercury-free products when available. Should mercury-free products not exist, contractors shall provide products with the lowest mercury content available. Contractor shall disclose products that contain added mercury and provide an explanation that includes the amount or concentration of mercury, and justification as to why added mercury is necessary for the function or performance of the product.

The Contractor is to provide any existing technical data pertaining to the addition of mercury or a mercury compound intentionally added to the product. If the product does not contain mercury or a mercury compound, Contractor shall submit a written statement to that effect. Contractor shall maintain compliance with these requirements throughout the life of this contract.

The Purchasing Activity reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.
5 DELIVERY REQUIREMENTS

5.1 STANDARD OF QUALITY/CONSISTENCY OVER TERM OF CONTRACT
If, in the sole judgment of the Purchasing Activity or the Purchaser, any item is determined not to be as specified, the Purchaser may take any or all of the following actions:

1. the product may be returned at Contractor's expense;
2. the contract may be terminated without any liability to the State of Washington or Purchaser

5.2 SHIPPING AND RISK OF LOSS
Shipping shall be FOB Destination. Seller pays the cost of shipping, owns the goods in transit and files any claims if necessary.

5.3 DELIVERY
a) Standard products shall be delivered within ten (10) business days. Non-standard or custom product orders shall be delivered within twenty (20) business days; if delivery is not possible because of specialized materials or product specifications then Contractor shall provide a mutually acceptable firm delivery date.

b) Deliveries will be made during the normal work hours (Monday through Friday from 8 AM to 5 PM). The contractor is responsible for coordinating with customers and carrier(s) the delivery schedule, shipping instructions and location delivery details. The state reserves the right to refuse shipment when delivered outside of normal working hours.

c) If order fulfillment is anticipated to exceed the typical order fulfillment lead time, the contractor shall advise the purchaser within 24 hours of receipt of the purchase order.

5.4 TECHNICAL MANUALS
The supplier shall furnish the following equipment documentation. These manuals shall accompany ordered equipment at time of delivery; the ordering agency may request CDROM, or hard copy form.

A. OPERATORS MANUAL
One Operators Manual shall be included without charge with each equipment unit. This manual shall provide an operational description of the equipment and all other pertinent operational details. This manual must include illustrations or photographs displaying the location and details of the various devices and controls. This manual may be a volume separated from other manuals.

B. INSTALLATION MANUAL
One Installation Manual shall be included without charge with each unit supplied. The installation manual shall consist of printed and illustrated sections that describe the mechanical, electrical and electronic details of installation sufficient to assure proper operation at completion. This manual may be a section of the operator's manual.

C. SERVICE MANUAL

The Service Manual shall be included without charge with each unit supplied. The Service Manual shall contain circuit descriptions in written and illustrative form which are concise and all inclusive. Sections of the manual shall include theory of operations to the component level, parts lists, troubleshooting flow diagrams and charts, instructions for alignment, programming, adjustment and/or setup, schematics with normal operating voltages, plus wiring, interface, interconnection and printed circuit layout and assembly. Quantities of Service Manual issuance shall be as requested by the purchaser.

5.5 CATALOGS AND PRICE LISTS
Bidder or Contractor shall furnish all necessary catalogs and latest dated published manufacturer's price lists upon the request of a purchaser.

5.6 SITE SECURITY
While on Purchaser's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

5.7 INSPECTION AND REJECTION
The Purchaser's inspection of all materials, supplies and equipment upon delivery is for the purpose of forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Such inspection shall not be construed as final acceptance, or as acceptance of the materials, supplies or equipment, if the materials, supplies or equipment does not conform to contractual requirements. If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the Purchaser will promptly notify the Contractor. Without limiting any other rights, the Purchaser may require the Contractor to: (1) repair or replace, at Contractor's expense, any or all of the damaged goods; (2) refund the price of any or all of the damaged goods; or (3) accept the return of any or all of the damaged goods.

5.8 STANDARDS
The equipment described herein shall meet or exceed applicable EIA, FCC, IEEE, NHTSA, NIST and NEMA requirements, standards, specifications, practices and/or procedures current at the time of contract bid opening.

Unless specifically excepted by the terms of the attached specifications, any and all parts or accessories ordinarily furnished or required to produce the equipment herein specified
as a complete, operating unit shall be furnished by the supplier whether identified in the specifications or not.

The unit shall be delivered to the purchaser with any and all equipment modifications intact and intact and installed. All ordered options shall be factory installed and tested in the unit prior to delivery. The unit shall be delivered to the purchaser fully assembled and ready for operation.

5.9 TREATMENT OF ASSETS

1. Title to all property furnished by the Purchasing Activity and/or Purchaser shall remain in the Purchasing Activity and/or Purchaser, as appropriate. Title to all property furnished by the Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Purchaser upon delivery of such property by the Contractor and Acceptance by the Purchaser. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the Purchaser upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchaser in whole or in part, whichever first occurs.

2. Any property of the Purchasing Activity and/or Purchaser furnished to the Contractor shall, unless otherwise provided herein or approved by the Purchasing Activity and/or Purchaser, be used only for the performance of this Contract.

3. The Contractor shall be responsible for damages as a result of any loss or damage to property of the Purchasing Activity and/or Purchaser which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.

4. If any Purchasing Activity and/or Purchaser property is lost, destroyed, or damaged, the Contractor shall immediately notify the Purchasing Activity and/or Purchaser and shall take all reasonable steps to protect the property from further damage.

5. The Contractor shall surrender to the Purchasing Activity and/or Purchaser all property of the Purchasing Activity and/or Purchaser prior to settlement upon completion, termination, or cancellation of this contract.

6. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

5.10 HAZARDOUS MATERIALS

"Right to know" legislation requires the Department of Labor and Industries to establish a program to make employers and employees more aware of hazardous substances in their work environment. Implementing Chapter 296-839 WAC requires that all manufacturers
and distributors of hazardous substances, including any of the items listed in this Contract, must include a complete material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

1. The identity of the hazardous material,
2. Appropriate hazard warnings, and
3. Name and address of the chemical manufacturer, importer, or other responsible party

Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment pending receipt of a legible copy of MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to “carcinogenic ingredients” and “routes of entry” of the product(s) in question.

6 PAYMENT

6.1 ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for the Products and Services furnished by Contractor pursuant to this Contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

6.2 IDENTIFICATION

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number and the applicable Purchaser’s order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

6.3 PAYMENT, INVOICING AND DISCOUNTS

Payment is the sole responsibility of, and will be made by, the Purchaser.

Contractor shall provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice shall be identified by the associated Contract Number; the Contractor’s Statewide Vendor registration number assigned by Washington State Office of Financial Management (OFM), the applicable Purchaser’s order number, and shall be in U.S. dollars. Invoices shall be prominently annotated by the Contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the Solicitation. Hard copy credit memos are to be issued when the state has been overcharged.
Invoices for payment will accurately reflect all discounts due the Purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

Under Chapter 39.76 RCW, if Purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of $1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with Contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. If the Contractor fails to make timely payment(s) or issuance of credit memos, the Purchaser may impose a 1% per month on the amount overdue.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the Purchaser’s sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

6.4 TAXES, FEES AND LICENSES

Taxes:
Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the Purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for federal excise taxes and the Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

Collection of Retail Sales and Use Taxes:
In general, Contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit “use tax” to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with Contractor's ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the Contractor either directly or by an agent or other representative:

1. Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;

2. Maintains an in-state inventory or stock of goods for sale;
3. Regularly solicits orders from Purchasers located within the State of Washington via sales representatives entering the State of Washington;

4. Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or

5. Other factors identified in WAC 458-20.

**Department of Revenue Registration for Out-of-State Contractors:**
Out-of-state Contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit “use tax,” Purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

**Fees/Licenses:**
After award of Contract, and prior to commencing performance under the Contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the Contractor’s sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

**Customs/Brokerage Fees:**
Contractor shall take all necessary actions, including, but not limited to, paying all customs, duties, brokerage, and/or import fees, to ensure that materials, supplies, and/or equipment purchased under the Contract are expedited through customs. Failure to do so may subject Contractor to liquidated damages as identified herein and/or to other remedies available by law or Contract. Neither the Purchasing Activity nor the Purchaser will incur additional costs related to Contractor’s payment of such fees.

**Taxes on Invoice:**
Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

**6.5 MINORITY AND WOMEN’S BUSINESS ENTERPRISE (MWBE) PARTICIPATION**

With each invoice for payment and within thirty (30) days of Purchasers request, Contractor shall provide Purchaser an **Affidavit of Amounts Paid.** The **Affidavit of Amounts Paid** shall either state that Contractor still maintains its MWBE certification, or state that its Subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE Subcontractor under this Contract. Contractor shall maintain records supporting the **Affidavit of Amounts Paid** in accordance with this Contract’s **Retention of Records** section.
6.6 OVERPAYMENTS TO CONTRACTOR
Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days’ written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

6.7 AUDITS
The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for contract termination.

7 QUALITY ASSURANCE

7.1 RIGHT OF INSPECTION
Contractor shall provide right of access to its facilities to Purchasing Activity, or any of Purchasing Activity’s officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

7.2 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS
Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its Response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Purchaser.

7.3 MANUFACTURER AUTHORIZED WARRANTY REPAIR PROOF OF CERTIFICATION/AUTHORIZATION
Contractor shall also provide documentation demonstrating the qualification of each facility to perform service and repairs including at least the following:

A letter signed by an authorized representative of the manufacturer certifying that each facility listed is an authorized service and repair facility for materials, supplies, or equipment; and

Manufacturer authorized service must be available in to any geographic area covered in this solicitation.
7.4 WARRANTIES
Items delivered under this contract will be accompanied by a copy of the warranty. Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials or equipment provided shall be new, unused, of the latest model or design and of recent manufacture.

Equipment Service Life

All equipment covered by these specifications and any resultant contracts shall have a minimum service life of ten (10) years from date of delivery to the purchaser. The supplier shall guarantee replacement parts availability from the supplier and/or authorized distributor for this service life period.

Equipment & Parts Warranty

The supplier shall guarantee repair or replacement of any equipment or part thereof that fails in operation during normal and proper use within one (1) year from date of purchaser’s receipt due to defects in design, material or workmanship, consummation of final acceptance and payment notwithstanding. These replacements shall be of no cost to the purchaser. The cost of installation of these replacements, including shipping and delivery, shall be borne by the supplier for the period of warranty.

Any equipment or part replaced under the provisions of this warranty becomes the property of the supplier. If the supplier desires the defective equipment or part returned, the supplier shall pay all transportation charges for the return. If the supplier does not specifically request return of such replaced parts within thirty (30) days from date of replacement, the equipment or parts become the property of the purchaser.

Replacement parts shall be regularly stocked by the supplier and/or authorized distributor. Delay in purchaser’s receipt of replacement parts shall not exceed ten (10) consecutive days from supplier or distributor’s receipt of order.

The supplier shall supply the purchaser, free of charge for the service life of the equipment, with all data, drawings and specifications of modifications, plans or experiments by which the equipment may be improved or modernized.

7.5 COST OF REMEDY
Cost of Remedying Defects: All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Contractor.
8 INFORMATION AND COMMUNICATIONS

8.1 ADVERTISING
Contractor shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the Contract Administrator.

8.2 RETENTION OF RECORDS
The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the Purchasing Activity, personnel duly authorized by the Purchasing Activity, the Washington State Auditor’s Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

8.3 PROPRIETARY OR CONFIDENTIAL INFORMATION
To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, the Purchasing Activity shall maintain the confidentiality of Contractor’s information marked confidential or proprietary. If a request is made to view Contractor’s proprietary information, the Purchasing Activity will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, the Purchasing Activity will release the requested information on the date specified.

The State’s sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as the Purchasing Activity retains Contractor’s information in the Purchasing Activity records. Failure to so label such materials or failure to 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 exempt from disclosure.

8.4 NON-ENDORSEMENT AND PUBLICITY
Neither the Purchasing Activity nor the Purchasers are endorsing the Contractor’s Products or Services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to the Purchasing Activity, any Purchaser or the state of Washington in any literature, promotional material, brochures, sales presentation
or the like, regardless of method of distribution, without the prior review and express written consent of the Purchasing Activity.

8.5 OWNERSHIP/RIGHTS IN DATA

Purchaser and Contractor agree that all data and work products (collectively called “Work Product”) produced pursuant to this Contract shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 et seq, and shall be owned by Purchaser. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

If for any reason the Work Product would not be considered a work made for hire under applicable law, Contractor assigns and transfers to Purchaser the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

Contractor shall execute all documents and perform such other proper acts as Purchaser may deem necessary to secure for Purchaser the rights pursuant to this section.

Contractor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership in any Work Product, without the prior written permission of Purchaser. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

Material that is delivered under this Contract, but that does not originate there from (“Preexisting Material”), shall be transferred to Purchaser with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so except that such license shall be limited to the extent to which Contractor has a right to grant such a license. Contractor shall exert all reasonable effort to advise Purchaser at the time of delivery of Preexisting Material furnished under this Contract, of all known or potential infringements of publicity, privacy or of intellectual property contained therein and of any portion of such document which was not produced in the performance of this Contract. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. Purchaser shall receive prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract. Purchaser shall have the right to
modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.

8.6 PROTECTION OF CONFIDENTIAL AND PERSONAL INFORMATION

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either Chapter 42.56 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser’s express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information” including, but not limited to, “Protected Health Information” (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals’ names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Contractor must comply with all HIPAA requirements and rules when determined applicable by the Purchaser. If Purchaser determines that (1) Purchaser is a “covered entity” under HIPAA, and that (2) Contractor will perform “business associate” services and activities covered under HIPAA, then at Purchaser’s request, Contractor agrees to execute Purchaser’s business associate Contract in compliance with HIPAA.

Contractor shall ensure its directors, officers, employees, Subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and demand for return of all personal information. The Contractor agrees to indemnify and hold harmless
the State of Washington and the Purchaser for any damages related to both: (1) the Contractor’s unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Contractor’s failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

Contractor shall maintain a log documenting the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Contractor’s records shall be subject to inspection, review or audit in accordance with Retention of Records.

Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser’s option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser’s Confidential Information.

9 GENERAL PROVISIONS

9.1 GOVERNING LAW/VENUE

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.2 SEVERABILITY

Severability: If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

9.3 SURVIVORSHIP

All transactions executed for Products and Services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the
terms of the sections titled Overpayments to Contractor; Ownership/Rights in Data; Contractor's Commitments, Warranties and Representations; Protection of Purchaser's Confidential Information; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Retention of Records; Patent and Copyright Indemnification; Contractor's Proprietary Information; Disputes; and Limitation of Liability shall survive the termination of this Contract.

9.4 INDEPENDENT STATUS OF CONTRACTOR

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, or Title 51 RCW.

9.5 GIFTS AND GRATUITIES

Contractor shall comply with all state laws regarding gifts and gratuities, including but not limited to: RCW 43.19.1937, RCW 43.19.1939, RCW 42.52.150, RCW 42.52.160, and RCW 42.52.170 under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or contract activities.

Under RCW 43.19.1937 and the Ethics in Public Service Law, Chapter 42.52 RCW state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by RCW 42.52.150) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

9.6 IMMUNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries, death or damage to property arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.
9.7 PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

9.8 INSURANCE

General Requirements:

Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the Contract. Upon request, Contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in Contract cancellation.

Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor’s liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

Specific Requirements:

Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than $1,000,000.00. The State of Washington will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this Contract.

Commercial General Liability Insurance: The Contractor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor’s premises/operations, independent Contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business Contract), and contain separation of insured’s (cross liability) conditions.
Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

- General Aggregate Limits (other than products-completed operations) $2,000,000
- Products-Completed Operations Aggregate $2,000,000
- Personal and Advertising Injury Aggregate $1,000,000
- Each Occurrence (applies to all of the above) $1,000,000
- Fire Damage Limit (per occurrence) $50,000
- Medical Expense Limit (any one person) $5,000

**Business Auto Policy (BAP):**

In the event that services delivered pursuant to this Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, Subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than $1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

**Additional Insurance Provisions:**

All above insurance policies shall include, but not be limited to, the following provisions:

**Additional Insured:**

The State of Washington and all authorized Purchasers shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

**Notice of Policy(ies) Cancellation/Non-renewal:**

For insurers subject to Chapter 48.18 RCW (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

**Surplus Lines:**
For insurers subject to Chapter 48.15 RCW (Surplus Lines) a written notice shall be given to the director of purchasing or designee twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Cancellation for Non-payment to Premium:

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee ten (10) calendar days prior to cancellation. Written notice shall include the affected Contract reference number.

Identification:

Policy(ies) and Certificates of Insurance shall include the affected Contract reference number.

Insurance Carrier Rating:

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the Contract and evidence of insurance before Contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

Excess Coverage:

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

Limit Adjustments:

The state reserves the right to increase or decrease limits as appropriate.

9.9 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW Industrial Insurance. If the 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, the Purchasing Activity may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the Contractor.

9.10 NONDISCRIMINATION

During the performance of this Contract, the Contractor shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans
with Disabilities Act (ADA); and, Chapter 49.60 RCW, Discrimination – Human Rights Commission.

9.11 OSHA AND WISHA REQUIREMENTS
Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued there under, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations. Contractor further agrees to indemnify and hold harmless Purchasing Activity and Purchaser from all damages assessed against Purchaser as a result of Contractor’s failure to comply with those laws, standards and regulations, and for the failure of the items furnished under the Contract to so comply.

9.12 ANTITRUST
The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Purchaser. Therefore, the Contractor hereby assigns to the State of Washington any and all of the Contractor’s claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this Contract.

9.13 WAIVER
Failure or delay of the Purchasing Activity or Purchaser to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or the Purchasing Activity’s or Purchaser’s acceptance of or payment for materials, supplies, services and/or equipment, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the Purchasing Activity or Purchaser to insist upon the strict performance of the entire agreement by the Contractor. In the event of any claim for breach of Contract against the Contractor, no provision of this Contract shall be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

10 DISPUTES AND REMEDIES

10.1 PROBLEM RESOLUTION AND DISPUTES
Problems arising out of the performance of this Contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between the Purchasing Activity or the Purchaser and Contractor and it cannot be resolved between the parties through the normal problem escalation processes, either party may initiate the dispute resolution procedure provided herein. The dispute shall be handled by a Dispute Resolution Panel in the following manner. Each party to this Contract shall
appoint one member to the Panel. These two appointed members shall jointly appoint an additional member. The Dispute Resolution Panel shall review the facts, Contract terms and applicable statutes and rules and make a determination of the dispute as quickly as reasonably possible. The determination of the Dispute Resolution Panel shall be final and binding on the parties hereto. Purchasing Activity and/or Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

In the event a bona fide dispute concerning a question of fact arises between Purchasing Activity or the Purchaser and Contractor and it cannot be resolved between the parties through the normal escalation processes, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) Business Days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to be bound by the determination of the Dispute Resolution Panel.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

Purchasing Activity, the Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by Purchaser for materials, supplies, services and/or equipment being provided by Contractor, Contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.
10.2 ADMINISTRATIVE SUSPENSION

When it is in the best interest of the state, the Purchasing Activity may at any time, and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days per event by written notice from the Contract Administrator to the Contractor’s Representative. Contractor shall resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the Contractor can be demanded and required to resume performance within the 30 day suspension period by the Contract Administrator providing the Contractor’s Representative with written notice of such demand.

10.3 FORCE MAJEURE

The term “force majeure” means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

Rights Reserved: The Purchasing Activity reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the State.

10.4 ALTERNATIVE DISPUTE RESOLUTION FEES AND COSTS

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys’ fees incurred as a result of the alternative dispute resolution method.

10.5 NON-EXCLUSIVE REMEDIES

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.
10.6 LIMITATION OF LIABILITY

The parties agree that neither Contractor, Purchasing Activity nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Retention of Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

Neither the Contractor, the Purchasing Activity nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of the Contractor, the Purchasing Activity or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than the Purchasing Activity or the Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, the Purchasing Activity or the Purchaser, or their respective Subcontractors.

If delays are caused by a Subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

10.7 FEDERAL FUNDING

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the request of the Purchasing Activity or purchaser. Further, the contractor may be subject to those federal requirements specific to the commodity.

10.8 FEDERAL RESTRICTIONS ON LOBBYING

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,
amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10.9 FEDERAL DEBARMENT AND SUSPENSION

The contractor certifies, that neither it nor its “principals” (as defined in 49 CFR. 29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11 CONTRACT TERMINATION

11.1 MATERIAL BREACH

A Contractor may be Terminated for Cause by the Purchasing Activity, at the sole discretion of the Contract Administrator, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the Contract may include but is not limited to:

1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Contract;

2. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the contract;

3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;

4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor’s proper performance hereunder;

5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor’s property and such appointment endangers the Contractor’s proper performance hereunder;

6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Contract.

11.2 OPPORTUNITY TO CURE:

In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the Purchasing Activity may issue a written cure notice. The Contractor may have a period of time in which to cure. The Purchasing Activity is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of the Purchasing Activity. Time allowed for cure shall not diminish or eliminate Contractor’s liability for liquidated or other damages,
or otherwise affects any other remedies available against Contractor under the Contract or by law.

If the breach remains after Contractor has been provided the opportunity to cure, the Purchasing Activity may do any one or more of the following:

1. Exercise any remedy provided by law;
2. Terminate this Contract and any related Contracts or portions thereof;
3. Procure replacements and impose damages as set forth elsewhere in this Contract;
4. Impose actual or liquidated damages;
5. Suspend or bar Contractor from receiving future Solicitations or other opportunities;
6. Require Contractor to reimburse the state for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Contract.

11.3 TERMINATION FOR CAUSE

In the event the Contract Administrator, in its sole discretion, determines that the Contractor has failed to comply with the conditions of this Contract in a timely manner or is in material breach, the Contract Administrator has the right to suspend or terminate this Contract, in part or in whole. The Contract Administrator shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Contract Administrator, or if such corrective action is deemed by the Contract Administrator to be insufficient, the Contract may be terminated. The Contract Administrator reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the Contract Administrator to terminate the Contract.

In the event of termination, the Purchasing Activity shall have the right to procure for all Purchasers any replacement materials, supplies, services and/or equipment that are the subject of this Contract on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its Subcontractor’s control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience". The rights and remedies of the Purchasing Activity and/or the Purchaser provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.
11.4 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the Purchasing Activity, at the sole discretion of the Contract Administrator, may terminate this Contract, in whole or in part by giving thirty (30) calendar days or other appropriate time period written notice beginning on the second day after mailing to the Contractor. If this Contract is so terminated, Purchasers shall be liable only for payment required under this Contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and Accepted by the Purchaser prior to the effective date of Contract termination. Neither the Purchasing Activity nor the Purchaser shall have any other obligation whatsoever to the Contractor for such termination. This Termination for Convenience clause may be invoked by the Purchasing Activity when it is in the best interest of the State of Washington.

11.5 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the Purchasing Activity and/or Purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, the Purchasing Activity may terminate this Contract, in whole or in part, by seven (7) calendar days or other appropriate time period written notice to Contractor.

11.6 TERMINATION FOR NON-ALLOCATION OF FUNDS

If funds are not allocated to Purchaser(s) to continue this Contract in any future period, Purchasing Activity may terminate this Contract by seven (7) calendar days or other appropriate time period written notice to Contractor or work with Contractor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for materials, supplies, services and/or equipment including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. Purchasing Activity and/or Purchaser agrees to notify contractor in writing of such non-allocation at the earliest possible time.

No penalty shall accrue to the Purchaser in the event this section shall be exercised. This section shall not be construed to permit Purchasing Activity to terminate this Contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

11.7 TERMINATION FOR CONFLICT OF INTEREST

Purchasing Activity may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the Purchasing Activity and/or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.
11.8 TERMINATION BY MUTUAL AGREEMENT

The Purchasing Activity and the Contractor may terminate this Contract in whole or in part, at any time, by mutual agreement.

11.9 TERMINATION PROCEDURE

In addition to the procedures set forth below, if the Purchasing Activity terminates this Contract, Contractor shall follow any procedures the Contract Administrator specifies in the termination notice.

Upon termination of this Contract and in addition to any other rights provided in this Contract, Contract Administrator may require the Contractor to deliver to the Purchaser any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Purchaser shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) Accepted by the Purchaser, and the amount agreed upon by the Contractor and the Purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are Accepted by the Purchaser, and (iv) the protection and preservation of property, unless the termination is for cause, in which case the Purchasing Activity and the Purchaser shall determine the extent of the liability of the Purchaser. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Purchaser may withhold from any amounts due the Contractor such sum as the Contract Administrator and Purchaser determine to be necessary to protect the Purchaser against potential loss or liability.

The rights and remedies of the Purchasing Activity and/or the Purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by the Contract Administrator, the Contractor shall:

1. Stop all work, order fulfillment, shipments, and deliveries under the Contract on the date, and to the extent specified, in the notice;

2. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the Contract except as is necessary to complete or fulfill such portion of the Contract that is not terminated;

3. Complete or fulfill such portion of the Contract that is not terminated in compliance with all contractual requirements;

4. Assign to the Purchaser, in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in
which case the Purchaser has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator and/or the Purchaser to the extent Contract Administrator and/or the Purchaser may require, which approval or ratification shall be final for all the purposes of this clause;

6. Transfer title to the Purchaser and deliver in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser any property which, if the contract had been completed, would have been required to be furnished to the Purchaser;

7. Take such action as may be necessary, or as the Contract Administrator and/or the Purchaser may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Purchasing Activity and/or the Purchaser has or may acquire an interest.

12 CONTRACT EXECUTION

12.1 PARTIES

This Contract ("Contract") is entered into by and between the state of Washington, acting by and through the Department of General Administration, Office of State Procurement, an agency of Washington State government ("Purchasing Activity" or "State") located at 1500 Jefferson St SE, Olympia, WA 98501, and [Contractor] a [corporation/sole proprietor or other business form] licensed to conduct business in the state of Washington ("Contractor"), located at [Contractor address] for the purpose of providing Police Radar, Lidar Parts and Accessories.

12.2 ENTIRE AGREEMENT

This Contract document and all subsequently issued amendments comprise the entire agreement between the Purchasing Activity and the Contractor. No other statements or representations, written or oral, shall be deemed a part of the Contract.

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled Contractor Commitments, Warranties and Representations, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

12.3 ORDER OF PRECEDENCE, INCORPORATED DOCUMENTS, CONFLICT AND CONFORMITY

Incorporated Documents:
Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

1. The Purchasing Activity's Solicitation document 01611 with all attachments and appendices, and all amendments thereto
2. Contractor's response to the Solicitation 01611 dated [date];
3. Award Letter.

The terms and conditions contained on Purchaser's Order Documents, if used; and All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to affect the sale of the Product to the Purchaser.

Order of Precedence

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of Washington statutes and regulations
2. Mutually agreed written amendments to this Contract
3. This Contract, Number 01611
4. The Purchasing Activity's Solicitation document with all attachments and appendices, and all amendments thereto
5. Contractor's response to the Solicitation
6. Any other provision, term, or materials incorporated into the Contract by reference.

Conflict: To the extent possible, the terms of this Contract shall be read consistently.

Conformity: If any provision of this Contract violates any Federal or State of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

12.4 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax numbers, e-mail addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.
To Contractor at:  
/Contractor/  
/Contractor’s Representative/  
/Contractor address/  
Phone:  
Fax:  
E-mail:  

To Purchasing Activity at:  
State of Washington  
Department of General Administration  
Office of State Procurement  
Attn:  
Chief Procurement Officer  
1500 Jefferson Street SE  
Olympia, WA 98501  
Phone: 360-902-7317  
Fax: 360-586-2426  
E-mail: Steve.jenkins@ga.wa.gov

Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to this Contract is served upon Contractor or Purchasing Activity, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and Purchasing Activity further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

12.5 LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if the Purchasing Activity or the Purchaser requests, a formal release of same shall be delivered to the respective requestor.

12.6 AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

12.7 COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.
In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

<table>
<thead>
<tr>
<th>Approved</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Washington</td>
<td></td>
</tr>
<tr>
<td>Department of General Administration</td>
<td></td>
</tr>
<tr>
<td>Office of State Procurement</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Approved</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>[Contractor]</td>
<td></td>
</tr>
</tbody>
</table>

|  |
|----------|----------|
| Signature  |
|  |

|  |
|----------|----------|
| Signature  |
|  |

Print or Type Name Date
Print or Type Name Date
Title
Title

This Contract is effective this ____ day of ____________, 2011.

Office of State Procurement
Unit Manager Approval

|  |
|----------|----------|
| Signature  |
|  |

Print or Type Name Date

Approved

[Contractor]

Executive Signature page-Applied Concept.pdf

Executed signature page-Digita1 Ally.pdf

Executed signature page-Decatur.pdf

Executed signature page-Kustom.pdf

Executed signature page-Laser Tech..pdf

Executed signature page-MPH.pdf
# State of Washington

**Pricing and Ordering Information**

**Effective Date:** October 31, 2011

<table>
<thead>
<tr>
<th>Contract Number:</th>
<th>01611 (Replaces 11504)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commodity Code:</strong></td>
<td>5840</td>
</tr>
<tr>
<td><strong>Contract Title:</strong></td>
<td>WSCA Police Radar, Lidar Parts and Accessories</td>
</tr>
<tr>
<td><strong>Purpose:</strong></td>
<td>For the as needed purchase of Police Radar, Lidar, Parts and Equipment</td>
</tr>
<tr>
<td><strong>Original Award Date:</strong></td>
<td>10/20/2011</td>
</tr>
<tr>
<td><strong>Current Term:</strong></td>
<td>10/31/11</td>
</tr>
<tr>
<td><strong>Through:</strong></td>
<td>10/30/13</td>
</tr>
</tbody>
</table>

**Scope of Contract:**
This contract is awarded to **MULTIPLE Contractor(s)**.

**Primary User(s):**
Participating Members of the Western States Contracting Alliance (WSCA) as well as Washington State Patrol, County, City and Tribal Police agencies

**For Use By:**
General use: All participating members of WSCA, All Washington State Agencies, Political Subdivisions of Washington and Oregon State, Qualified Non-profit Corporations, Materials Management Center, Participating Institutions of Higher Education (College and Universities, Community and Technical Colleges).

**Awarded Contractors:**
- Applied Concepts, Inc.
- Decatur Electronics, Inc.
- Kustom Signals, Inc.
- MPH Industries, Inc.
- Laser Technology
- Digital Ally

**Products/Services Available:**

**Ordering Information:**
See page 2 Note III

**Ordering Procedures:**
See page 2 Note II

**Term Worth:**
$6,340,000
I. Best Buy: The following provision applies to mandatory use contracts only. This contract is subject to RCW 43.19.190(2) & RCW 43.19.1905(7): which authorizes state agencies to purchase materials, supplies, services, and equipment of equal quantity and quality to those on state contract from non-contract suppliers. Provided that an agency subsequently notifies the Office of State Procurement (OSP) State Procurement Officer (SPO) that the pricing is less costly for such goods or services than the price from the state contractor.

If the non-contract supplier’s pricing is less, the state contractor shall be given the opportunity by the state agency to at least meet the non-contractor's price. If the state contractor cannot meet the price, then the state agency may purchase the item(s) from the non-contract supplier, document the transactions on the appropriate form developed by OSP and forwarded to the SPO administering the state contract. (Reference General Authorities document)

If a lower price can be identified on a repeated basis, the state reserves the right to renegotiate the pricing structure of this agreement. In the event such negotiations fail, the state reserves the right to delete such item(s) from the contract.

II. State Agencies: Submit Order directly to Contractor for processing. Political Subdivisions: Submit orders directly to Contractor referencing State of Washington contract number. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7415.

III. Only authorized purchasers included in the State of Washington Purchasing Cooperative (WSPC) and State of Oregon Cooperative Purchasing Program (DASCPP/ORCPP) listings published and updated periodically by OSP and DAS may purchase from this contract. It is the contractor’s responsibility to verify membership of these organizations prior to processing orders received under this contract. A list of Washington members is available at: https://fortress.wa.gov/ga/apps/coop/Default.aspx, and a list of the Oregon members is available at: http://www.oregon.gov/DAS/SSD/SPO/docs/orcpp-member-list.pdf. Contractors shall not process state contract orders from unauthorized users.

IV. Contract Terms: This Document includes by reference all terms and conditions published in the original IFB, including Standard Terms and Conditions, and Definitions, included in the Competitive Procurement Standards published by OSP (as Amended).
## Contractor Information

| Contractor: | Applied Concepts, Inc.  
|            | 2609 Technology Dr  
|            | Plano TX 75074-7467 |
| Contract Administration: | Primary Contact | Alternate Contact |
| Name: | Jack Beck | Jan Achilles |
| Phone: | (800) 782-5537 ext 143 | (800) 782-5537 ext 191 |
| Fax: | (972) 398-3781 | (972) 398-3781 |
| E-mail: | Jack01@stallerradar.com | jana@stallerradar.com |
| Customer Service/Order Placement: | Primary Contact | Alternate Contact |
| Name: | Donna Russell |
| Phone: | (800) 782-5537 ext 103 |
| Fax: | (972) 398-3781 |
| E-mail: | donnar@stallerradar.com |
| Contract Pricing: | Pricing is 10% Discount off Manufacturer’s Parts Price List  
|            | Pricing is 10% Discount off Manufacturer’s Accessories Price List |
| Contractor’s Website: | http://www.stallerradar.com |
| Federal ID No.: | 75-1544925 |
| Payment/Order Placement Address: | Applied Concepts, Inc.  
|            | 2609 Technology Dr  
|            | Plano TX 75074-7467 |
| Credit Card Acceptance: | American Express, Discover, MasterCard, VISA |
| Minimum Orders: | None |
| Delivery Time: | 10 Days After Receipt of Order (ARO) – Standard Orders  
|            | 30 Days After Receipt of Order (ARO) – Special Orders |
| Payment Terms: | Net 30 Days |
| Shipping Destination: | Freight on Board (F.O.B) Destination |
| Freight: | Prepaid and Included |
# PRODUCTS PRICE SCHEDULE

## Police Radar – Stalker Basic (See: http://www.stalkerradar.com/law_basic.shtml)

<table>
<thead>
<tr>
<th>Part #</th>
<th>Part</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>801-0006-00</td>
<td>Stalker Basic K Band</td>
<td>Stalker Basic K-Band Mover can be handheld or mounted on the included dash mount for moving mode. The package includes an IR Remote with LED backlight, two removable/rechargeable batteries, battery charger, tuning forks, certificate, manual, and carrying case.</td>
<td>$1217.00</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Part #</th>
<th>Part</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>Stalker Dual SL K Band</td>
<td>Not Applicable</td>
<td>$2128.00</td>
</tr>
<tr>
<td>805-0022-00</td>
<td>Stalker Dual SL KA Band</td>
<td>Stalker Dual SL includes automatic same lane patrol speed detection (eliminates patrol faster/slower button), two Ka-Band antennas, detachable display*, IR remote with LED backlight, target lock, fastest opposite lane target detection, CAN/VSS cable with power and VSS detection from the car's ODB2 diagnostic port, tuning forks, certificates, and a standard set of cables and mounts suitable for most installations. * requires optional cable 155-2211-00</td>
<td>$2128.00</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Part #</th>
<th>Part</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>806-0022-00</td>
<td>Stalker Dual DSR KA Band</td>
<td>Stalker Dual DSR (Directional Radar) includes automatic same lane patrol speed detection (eliminates patrol faster/slower button), two Ka-Band antennas, detachable display* with target direction indicators, IR remote with LED backlight, target lock, fastest target and fastest lock (Opp and Same), target lock annunciator (large and fastest targets), CAN/VSS cable with power and VSS detection from the car's ODB2 diagnostic port, tuning forks, certificates, and a standard set of cables and mounts suitable for most installations. * requires optional cable 155-2211-00</td>
<td>$2866.00</td>
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## Police Radar – The Stalker DSR 2X (See: http://www.stalkerradar.com/law_2x.shtml)

<table>
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<th>Part #</th>
<th>Part</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>807-0001-00</td>
<td>Stalker DSR 2X KA Band</td>
<td>Stalker DSR 2X (Directional Radar) includes simultaneous front/rear target speed display, two Ka-Band antennas, detachable display* with 5 speed windows and target direction indicators, IR remote with LED backlight, target lock, fastest target and fastest lock (Opp and Same), target lock annunciator (large and fastest targets),</td>
<td>$3030.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part #</th>
<th>Part</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>803-0005-00</td>
<td>Stalker II SDR KA Band</td>
<td>Stalker II SDR (Directional Radar) Ka-Band Stationary. The display includes target directional indicators. The package includes a cigarette plug power cable, two removable/rechargeable battery handles, battery charger, tuning forks, certificate, manual, and carrying case.</td>
<td>$1405.00</td>
</tr>
</tbody>
</table>

Police Radar – The Stalker II MDR (See: http://www.stalkerradar.com/law_stalkerII.shtml)

<table>
<thead>
<tr>
<th>Part #</th>
<th>Part</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>803-0002-00</td>
<td>Stalker II MDR KA Band</td>
<td>Stalker II MDR (Directional Radar) Ka-Band Mover can be handheld or mounted on the included dash mount for moving mode. The display includes target directional indicators. The package includes an IR Remote with LED backlight, CAN/VSS cable with power and VSS detection from the car's ODB2 diagnostic port, one removable/rechargeable battery handle, battery charger, tuning forks, certificate, manual, and carrying case.</td>
<td>$2251.00</td>
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</tbody>
</table>

Police Radar – The Stalker Patrol

<table>
<thead>
<tr>
<th>Part #</th>
<th>Part</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>809-0002-00</td>
<td>Stalker Patrol K Band</td>
<td>Stalker Patrol includes two K-Band antennas, LCD display, IR remote with LED backlight, target lock, fastest opposite lane target detection, CAN/VSS cable with power and VSS detection from the car's ODB2 diagnostic port, tuning forks, certificates, and a standard set of cables and mounts suitable for most installations.</td>
<td>$1395.00</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Part #</th>
<th>Part</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>808-0011-00</td>
<td>Stalker LIDAR LR</td>
<td>Stalker LIDAR LR (C-Package) includes two removable/rechargeable battery handles, battery charger, manual and soft padded carrying bag.</td>
<td>$2495.00</td>
</tr>
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</table>

**PARTS & ACCESSORIES PRICE SCHEDULE**

<table>
<thead>
<tr>
<th>Parts and Accessories</th>
<th>Discount off List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALL</td>
<td>10%</td>
</tr>
<tr>
<td>Part #</td>
<td>Part</td>
</tr>
<tr>
<td>--------</td>
<td>------------</td>
</tr>
<tr>
<td></td>
<td>Extra Manual</td>
</tr>
<tr>
<td></td>
<td>Extra Manual</td>
</tr>
<tr>
<td></td>
<td>Extra Manual</td>
</tr>
</tbody>
</table>
# CONTRACTOR INFORMATION

**Contractor:** Decatur Electronics, Inc.  
715 Bright St  
Decatur IL  62522-1601

<table>
<thead>
<tr>
<th>Contract Administration:</th>
<th>Primary Contact</th>
<th>Alternate Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Kirk Caputa</td>
<td>Mathew McClure</td>
<td></td>
</tr>
<tr>
<td>Phone: (800) 428-4315</td>
<td>(800) 428-4315</td>
<td></td>
</tr>
<tr>
<td>Fax: (217) 428-5302</td>
<td>(217) 428-5302</td>
<td></td>
</tr>
<tr>
<td>E-mail: <a href="mailto:kirk.caputa@soncella.com">kirk.caputa@soncella.com</a></td>
<td><a href="mailto:Mat.meclure@soncellna.com">Mat.meclure@soncellna.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer Service/Order Placement:</th>
<th>Primary Contact</th>
<th>Alternate Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Krista Abercrombie</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: (800) 428-4315</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax: (217) 428-5302</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail: <a href="mailto:krista.abercrombie@soncellna.com">krista.abercrombie@soncellna.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contract Pricing:** Pricing is 25% Discount off Manufacturer’s Suggested Retail Price List

Additional Qty. Discount:

**Contractor’s Website:** http://www.decaturelectronics.com/

**Federal ID No.:** 37-1089661

**Payment/Order Placement Address:** Decatur Electronics, Inc.  
715 Bright St  
Decatur IL  62522-1601

**Credit Card Acceptance:** American Express, MasterCard, VISA

**Minimum Orders:** None

**Delivery Time:** 10 Days After Receipt of Order (ARO) – Standard Orders  
30 Days After Receipt of Order (ARO) – Special Orders

**Payment Terms:** Net 30 Days

**Shipping Destination:** Freight on Board (FOB) Destination

**Freight:** Prepaid and Included
# PRODUCTS PRICE SCHEDULE

**Traffic Radar** (See: [http://www.decaturelectronics.com/content/police-radar](http://www.decaturelectronics.com/content/police-radar))

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description/Configuration</th>
<th>Current Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Decatur Electronics</td>
<td>Genesis Handheld Directional™</td>
<td><a href="http://www.decaturelectronics.com/content/dash-mounted-radar">http://www.decaturelectronics.com/content/dash-mounted-radar</a></td>
<td>$645.00</td>
</tr>
<tr>
<td>Decatur Electronics</td>
<td>Genesis II Select™ Traffic Safety Radar System (Single) K Band</td>
<td><a href="http://www.decaturelectronics.com/content/dash-mounted-radar">http://www.decaturelectronics.com/content/dash-mounted-radar</a></td>
<td>$1775.00</td>
</tr>
<tr>
<td>Decatur Electronics</td>
<td>Genesis II Select™ Traffic Safety Radar System (Single) KA Band</td>
<td><a href="http://www.decaturelectronics.com/content/dash-mounted-radar">http://www.decaturelectronics.com/content/dash-mounted-radar</a></td>
<td>$1775.00</td>
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<tr>
<td>Decatur Electronics</td>
<td>Genesis II Select™ Directional Traffic Safety Radar System (Dual)</td>
<td><a href="http://www.decaturelectronics.com/content/dash-mounted-radar">http://www.decaturelectronics.com/content/dash-mounted-radar</a></td>
<td>$1,1995.00</td>
</tr>
<tr>
<td>Decatur Electronics</td>
<td>Genesis II Select Harley Davidson</td>
<td><a href="http://www.decaturelectronics.com/content/dash-mounted-radar">http://www.decaturelectronics.com/content/dash-mounted-radar</a></td>
<td>$2695.00</td>
</tr>
<tr>
<td>Decatur Electronics</td>
<td>Scout Battery Operated Handheld Radar</td>
<td><a href="http://www.decaturelectronics.com/content/scout-handheld-radar">http://www.decaturelectronics.com/content/scout-handheld-radar</a></td>
<td>$995.00</td>
</tr>
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</table>

### Extra Manuals

<table>
<thead>
<tr>
<th>Part #</th>
<th>Part</th>
<th>Description</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extra Manual</td>
<td>Operator’s Manual</td>
<td></td>
<td>N/C</td>
</tr>
<tr>
<td>Extra Manual</td>
<td>Installation Manual</td>
<td></td>
<td>N/C</td>
</tr>
<tr>
<td>Extra Manual</td>
<td>Service Manual</td>
<td></td>
<td>N/C</td>
</tr>
</tbody>
</table>

# PARTS & ACCESSORIES PRICE SCHEDULE

<table>
<thead>
<tr>
<th>Parts and Accessories</th>
<th>Discount off List price</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALL</td>
<td>25%</td>
</tr>
</tbody>
</table>
# CONTRACTOR INFORMATION

| Contractor: | Kustom Signals, Inc.  
|            | 9652 Loiret Boulevard  
|            | Lenexa KS  66219 |

<table>
<thead>
<tr>
<th>Contract Administration:</th>
<th>Primary Contact</th>
<th>Alternate Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Mary Beiriger</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>(800) 852-1270 Ext. 3107</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td>(913) 492-1703</td>
<td></td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:mbeiriger@kustomsignals.com">mbeiriger@kustomsignals.com</a></td>
<td></td>
</tr>
</tbody>
</table>

**Customer Service/Order Placement:**  
See Embedded Regional Contact list for the contact person in your region.

<table>
<thead>
<tr>
<th>Contract Pricing:</th>
<th>Pricing is 20% Discount off Manufacturer's Price List dated 05/06.</th>
</tr>
</thead>
</table>

**Contractor's Website:**  http://www.kustomsignals.com/

<table>
<thead>
<tr>
<th>Federal ID No.:</th>
<th>43-1757730</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Payment/Order Placement Address:</th>
<th>Billing Will Be From</th>
<th>Payments Sent To</th>
</tr>
</thead>
</table>
|                                 | Kustom Signals, Inc.  
|                                 | 1010 W Chestnut St  
|                                 | Chanute KS  66720    |
|                                 | Kustom Signals, Inc.  
|                                 | PO Box 411882        |
|                                 | Kansas City MO  64141-1882 |

**Orders To Be Sent To:** Same as Contractor Address

**Credit Card Acceptance:** MasterCard, VISA

**Minimum Orders:** None

**Delivery Time:**  
10 Days After Receipt of Order (ARO) – Standard Orders  
30 Days After Receipt of Order (ARO) – Special Orders

**Payment Terms:** Net 30 Days

**Shipping Destination:** Freight on Board (FOB) Destination

**Freight:** Prepaid and Included
<table>
<thead>
<tr>
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<th>Model</th>
<th>Description/Configuration</th>
<th>Current Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kustom Signals</td>
<td>Eagle II</td>
<td>Eagle II radar includes a single Ka-band antenna, TruTrak with vehicle speed sensor to monitor the patrol speedometer and direct the DSP to search for the patrol speed around the vehicle’s known speed, SMART Patrol Search that virtually eliminates patrol speed combining and shadowing, the choice between a wired or wireless remote, and a two-year warranty. Optional upgrades and accessories are available. Furthermore, a discount is available for purchases of 11 or more units. Find additional information at <a href="http://www.kustomsignals.com/index.php/mradar/eagle-family">http://www.kustomsignals.com/index.php/mradar/eagle-family</a></td>
<td>$1345.00</td>
</tr>
<tr>
<td>Kustom Signals</td>
<td>Golden Eagle II</td>
<td>Golden Eagle II radar includes a single Ka-band antenna, TruTrak with vehicle speed sensor to monitor the patrol speedometer and direct the DSP to search for the patrol speed around the vehicle’s known speed, SMART Patrol Search that virtually eliminates patrol speed combining and shadowing, fastest vehicle mode, same direction mode, stopwatch mode, the choice between a wired or wireless remote, and a two-year warranty. Optional upgrades and accessories are available. Furthermore, a discount is available for purchases of 11 or more units. Find additional information at <a href="http://www.kustomsignals.com/index.php/mradar/eagle-family">http://www.kustomsignals.com/index.php/mradar/eagle-family</a></td>
<td>$1873.00</td>
</tr>
<tr>
<td>Kustom Signals</td>
<td>Directional Golden Eagle II</td>
<td>Directional Golden Eagle II radar includes a single Ka-band antenna, TruTrak with vehicle speed sensor to monitor the patrol speedometer and direct the DSP to search for the patrol speed around the vehicle’s known speed, SMART Patrol Search that virtually eliminates patrol speed combining and shadowing, fastest vehicle mode, same direction mode, stopwatch mode, directional mode, the choice between a wired or wireless remote, and a two-year warranty. Optional upgrades and accessories are available. Furthermore, a discount is available for purchases of 11 or more units. Find additional information at <a href="http://www.kustomsignals.com/index.php/mradar/eagle-family">http://www.kustomsignals.com/index.php/mradar/eagle-family</a></td>
<td>$2240.00</td>
</tr>
<tr>
<td>Kustom Signals</td>
<td>Falcon HR</td>
<td>Falcon HR is a hand-held radar that includes a K-band antenna, stationary operation, direction sensing/selection, fastest vehicle mode, an LCD graphical display, LED backlight to adjust to ambient light, simple push button user interface, and a two-year warranty. Optional upgrades and accessories are available. Furthermore, a discount is available for purchases of 11 or more units. Find additional information at <a href="http://www.kustomsignals.com/index.php/mradar/falcon">http://www.kustomsignals.com/index.php/mradar/falcon</a></td>
<td>$707.00</td>
</tr>
<tr>
<td>Kustom Signals</td>
<td>Talon II</td>
<td>Talon II is a hand-held radar that includes a Ka-band antenna, stationary operation, digital signal processing to identify all signals, target speed lock, digital range control, audio control, RF hold, internal circuit test and a two-year warranty. Optional upgrades and accessories are available. Furthermore, a discount is available for purchases of 11 or more units. Find additional information at <a href="http://www.kustomsignals.com/index.php/mradar/talon-radar-series">http://www.kustomsignals.com/index.php/mradar/talon-radar-series</a></td>
<td>$1039.00</td>
</tr>
<tr>
<td>Kustom Signals</td>
<td>Directional Talon</td>
<td>Directional Talon II is a hand-held radar that includes a Ka-band antenna, stationary operation, digital signal processing to identify all signals, target speed lock, digital range control, audio control, RF hold, internal circuit test, TruTrak speedometer input, SMART patrol search, harmonic detection, patrol speed blank, same direction mode, fastest</td>
<td>$1,360.00</td>
</tr>
<tr>
<td>Kustom Signals</td>
<td>Raptor RP-1 K-Band</td>
<td></td>
<td></td>
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<tr>
<td>----------------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle mode and a two-year warranty. Optional upgrades and accessories are available. Furthermore, a discount is available for purchases of 11 or more units. Find additional information at <a href="http://www.kustomsignals.com/index.php/mradar/talon-radar-series">http://www.kustomsignals.com/index.php/mradar/talon-radar-series</a> MODEL #1670</td>
<td></td>
<td></td>
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<td>$1,136.00</td>
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<table>
<thead>
<tr>
<th>Kustom Signals</th>
<th>Raptor RP-1Ka-Band</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raptor RP-1 includes a single Ka-band antenna, directional mode, DuraTrak to quickly acquire targets at great range, TruTrak with automatic mode switching, SMART patrol search, LCD graphical display with full text messaging, automatic or manual LED backlight adjustment, innovative day/night display for better visibility, choice of wired or wireless remote and a two-year warranty. Optional upgrades and accessories are available. Furthermore, a discount is available for purchases of 11 or more units. Find additional information at <a href="http://www.kustomsignals.com/index.php/mradar/raptor-rp-1">http://www.kustomsignals.com/index.php/mradar/raptor-rp-1</a> MODEL # 830</td>
<td></td>
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<tr>
<td>$1,612.00</td>
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<table>
<thead>
<tr>
<th>Kustom Signals</th>
<th>Laser Cam II</th>
</tr>
</thead>
<tbody>
<tr>
<td>LaserCam II combines the ProLaser III with a digital camera for photo evidence. The unit can be used as a handheld or tripod-mounted. By placing the target reticule directly on the intended for precise target identification, LaserCam II can be used in highly congested areas. The unit provides photo evidence. The vehicle’s speed, target reticule, and time of infraction are captured on the digital image. The date, officer’s name, and location can be added with a laptop. A two-year warranty is included. Optional upgrades and accessories are available. Furthermore, a discount is available for purchases of 11 or more units. Find additional information at <a href="http://www.kustomsignals.com">http://www.kustomsignals.com</a> MODEL #1761</td>
<td></td>
</tr>
<tr>
<td>$6,378.00</td>
<td></td>
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<table>
<thead>
<tr>
<th>Kustom Signals</th>
<th>ProLaser® III</th>
</tr>
</thead>
<tbody>
<tr>
<td>ProLaser III includes a pistol-style ergonomic grip, a range of 10 feet to 6000 feet, target specific identification, continuous tracking history, simple push button user interface, LCD active matrix graphical display, side-by-side lenses for superb balance, selectable direction mode and a two-year warranty. Optional upgrades and accessories are available. Furthermore, a discount is available for purchases of 11 or more units. Find additional information at <a href="http://www.kustomsignals.com/index.php/mlaser/pro-laser-iii">http://www.kustomsignals.com/index.php/mlaser/pro-laser-iii</a> MODEL # 1725</td>
<td></td>
</tr>
<tr>
<td>$2,988.00</td>
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<table>
<thead>
<tr>
<th>Kustom Signals</th>
<th>Pro-Lite+</th>
</tr>
</thead>
<tbody>
<tr>
<td>ProLite Plus is a binocular-style laser that includes two (2) AA batteries, continuous tracking history, lanyard, simple push button user interface, LCD active matrix display, selectable direction mode, stopwatch mode, inclement weather mode and a two-year warranty. Optional upgrades and accessories are available. Furthermore, a discount is available for purchases of 11 or more units. Find additional information at <a href="http://www.kustomsignals.com/index.php/mlaser/pro-lite">http://www.kustomsignals.com/index.php/mlaser/pro-lite</a> MODEL # 1780</td>
<td></td>
</tr>
<tr>
<td>$1,938.00</td>
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<tr>
<td>Kustom Signals</td>
<td>ProLaser 4</td>
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<tr>
<td>MODEL # 2000</td>
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<tr>
<th>PARTS &amp; ACCESSORIES DISCOUNTS</th>
</tr>
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<tbody>
<tr>
<td><strong>Manufacturer's Parts Discount</strong></td>
</tr>
<tr>
<td>Manufacturer Kustom Signals, Inc.</td>
</tr>
</tbody>
</table>

| Manufacturer's Accessories Discount | 20% | 20% |
| Manufacturer Kustom Signals, Inc. | | |
# CONTRACTOR INFORMATION

| Contractor: | MPH Industries, Inc.  
|            | 316 E 9th St  
|            | Owensboro KY  42303 |
| Contract Administration: | Primary Contact | Alternate Contact |
| Name: | Eric Ruud | Brian Stafford |
| Phone: | (888) 689-9222 Ext. 398 | (866) 629-9256 |
| Fax: | (270) 685-6288 | 
| E-mail: | elruud@mphindustries.com | bestafford@mphindustries.com |
| Customer Service/Order Placement: | Primary Contact | Alternate Contact |
| Name: | Jill Hayden | |
| Phone: | (888) 689-9222 Ext. 421 | |
| Fax: | (270) 685-6288 | |
| E-mail: | jhayden@mphindustries.com | |
| Contract Pricing: | Pricing is 20% Discount off Manufacturer’s Parts Price List dated 01/01/06  
| | Pricing is 10% Discount off Manufacturer’s Accessories Price List dated 01/01/06 |
| Contractor’s Website: | http://www.mphindustries.com |
| Federal ID No.: | 61-1205274 |
| Payment/Order Placement Billing Will Be From | Payments Sent To |
| Address: | MPH Industries, Inc.  
| | 316 E 9th St  
| | Owensboro KY  42303 |
| | MPH Industries, Inc.  
| | 2090 Reliable Pkwy  
| | Chicago IL  60686 |
| Orders To Be Sent To: | Same as Contractor Address |
| Credit Card Acceptance: | MasterCard, VISA |
| Minimum Orders: | None |
| Delivery Time: | 10 Days After Receipt of Order (ARO) – Standard Orders  
| | 30 Days After Receipt of Order (ARO) – Special Orders |
| Payment Terms: | Net 30 Days |
| Shipping Destination: | Freight on Board (FOB) Destination |
| Freight: | Prepaid and Included |
## PRODUCTS PRICE SCHEDULE

**Moving Radar - BEE III™ (See: http://www.mphindustries.com/products_home/moving_bee3.html)**

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>MPH Industries</td>
<td>BEE III™ Directional Radar – 1 Antenna K Band</td>
<td>Separable Display, Choice of 1 K or KA band Waterproof Antenna, Choice of Wired or Wireless Remote Control, VSS/Speedometer Interface Cable, Mounting Brackets and Cables, Tuning Forks and Instruction Manual. Features: Direction Sensing, Direction Selection, Automatic Same-Direction, Fastest Mode, POP Mode (defeats radar detectors), Stop-Watch Mode, Highway/City Mode, Track-Through Speed Lock, 2 Year Warranty.</td>
<td>$1,449.00</td>
</tr>
<tr>
<td>MPH Industries</td>
<td>BEE III™ Directional Radar – 1 Antennas Ka Band</td>
<td>Separable Display, Choice of 2 K or KA band Waterproof Antennas, Choice of Wired or Wireless Remote Control, VSS/Speedometer Interface Cable, Mounting Brackets and Cables, Tuning Forks and Instruction Manual. Features: Direction Sensing, Direction Selection, Automatic Same-Direction, Fastest Mode, POP Mode (defeats radar detectors), Stop-Watch Mode, Highway/City Mode, Track-Through Speed Lock, 2 Year Warranty.</td>
<td>$1,399.00</td>
</tr>
</tbody>
</table>

**Frequently ordered options for the Bee III**

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Option</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>MPH Industries</td>
<td>Rear K band antenna kit for Bee III</td>
<td>$550.00</td>
</tr>
<tr>
<td>MPH Industries</td>
<td>Rear KA band antenna kit for Bee III</td>
<td>$500.00</td>
</tr>
<tr>
<td>MPH Industries</td>
<td>Bee III Motorcycle Option</td>
<td>$315.00</td>
</tr>
<tr>
<td>MPH Industries</td>
<td>Speedometer interface option (CAN or VSS)</td>
<td>$100.00</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>MPH Industries</td>
<td>Python® Series III – 1 Antenna (X Band)</td>
<td>Display/Counting Unit, 1 X band Weatherproof Antenna, Wired Remote Control, Mounting Brackets and Cables, Tuning Forks and Instruction Manual. Features: Digital Signal Processing, Stationary and Moving-Opposite Direction Software, City/Highway Mode, Track-Through Speed Lock, 2 Year Warranty.</td>
<td>$1,225.00</td>
</tr>
<tr>
<td>MPH Industries</td>
<td>Python® Series III – 1 Antenna (K Band)</td>
<td>Display/Counting Unit, 1 K band Antenna, Wired Remote Control, Mounting Brackets and Cables, Tuning Forks and Instruction Manual. Features: Digital Signal Processing, Stationary and Moving-Opposite Direction Software, City/Highway Mode, Track-Through Speed Lock, 2 Year Warranty.</td>
<td>$825.00</td>
</tr>
<tr>
<td>MPH Industries</td>
<td>Python® Series III – 1 Antenna (Ka Band)</td>
<td>Display/Counting Unit, 1 Ka band Antenna, Wired Remote Control, Mounting Brackets and Cables, Tuning Forks and Instruction Manual. Features: Digital Signal Processing, Stationary and Moving-Opposite Direction Software, City/Highway Mode, Track-Through Speed Lock, 2 Year Warranty.</td>
<td>$1,175.00</td>
</tr>
</tbody>
</table>
### Frequently Ordered options for the Python III

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>MPH Industries</td>
<td>Rear X band antenna kit for Python III</td>
<td></td>
<td>$500.00</td>
</tr>
<tr>
<td>MPH Industries</td>
<td>Rear K band antenna kit for Python III</td>
<td></td>
<td>$270.00</td>
</tr>
<tr>
<td>MPH Industries</td>
<td>Rear KA band antenna kit for Python III</td>
<td></td>
<td>$370.00</td>
</tr>
<tr>
<td>MPH Industries</td>
<td>Fastest and same direction modes for K or KA band Python III</td>
<td></td>
<td>$129.00</td>
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</table>

### Enforcer

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>MPH Industries</td>
<td>Enforcer® – 1 Antenna K Band</td>
<td>Separable Display, Choice of K band Waterproof Antenna, Choice of Wired or Wireless Remote Control, Mounting Brackets and Cables, Tuning Forks and Instruction Manual. Features: Manual Same-Direction, Fastest Mode, POP Mode (defeats radar detectors) Stop-Watch Mode, Highway/City Mode, Track-Through Speed Lock, 2 Year Warranty.</td>
<td>$1,397.00</td>
</tr>
<tr>
<td>MPH Industries</td>
<td>Enforcer® – 2 Antennas Ka Band</td>
<td>Separable Display, KA band Waterproof Antenna, Choice of Wired or Wireless Remote Control, Mounting Brackets and Cables, Tuning Forks and Instruction Manual. Features: Manual Same-Direction, Fastest Mode, POP Mode (defeats radar detectors) Stop-Watch Mode, Highway/City Mode, Track-Through Speed Lock, 2 Year Warranty.</td>
<td>$1,299.00</td>
</tr>
</tbody>
</table>

### Ranger EZ

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
</table>

### Moving/Handheld Radar – Speedgun®

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
</table>
### MPH Industries

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>MPH Industries</td>
<td>Z-25™ Stationary Handheld (Corded Power) K Band</td>
<td>Display/Counting Unit with Handle, Tuning Fork, Instruction Manual and Carrying Case. Features: POP Mode (defeats radar detectors), Fastest Mode, 2 Window Display, Track-Through Speed Lock, Voice Confirmation of Key Action, 2 Year Warranty.</td>
<td>$770.00</td>
</tr>
<tr>
<td>MPH Industries</td>
<td>Z-35™ Stationary Handheld (Corded Power)</td>
<td>Display/Counting Unit, 2 Rechargeable Battery Handles, Charging Stand, Tuning Fork, Instruction Manual and Carrying Case. Features: POP Mode (defeats radar detectors), Fastest Mode, 2 Window Display, Track-Through Speed Lock, Voice Confirmation of Key Action, 2 Year Warranty.</td>
<td>$1062.00</td>
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</tbody>
</table>

### LIDAR – SpeedLaser® (Manufactured by Laser Atlanta®)

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description/Configuration</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laser Atlanta</td>
<td>SpeedLaser® Model S (Rechargeable Battery Power)</td>
<td>Laser, Rechargeable Handle with Tripod Thread, Standard Charger, Auto Coiled Power Cable, Carrying Bag and Instruction Manual. Features: Jammer Detector, works well in rain, snow and through windshield, outstanding range, Heads-Up Display (HUD), Display Target Options, expandable for use in Accident Mapping, 1 Year Warranty.</td>
<td>$1,799.00</td>
</tr>
<tr>
<td>Laser Atlanta</td>
<td>SpeedLaser® Model R (Rechargeable Battery Power)</td>
<td>Laser, Rechargeable Handle with Tripod Thread, Standard Charger, Auto Coiled Power Cable, Carrying Bag and Instruction Manual. Features: Ruggedized Housing, Jammer Detector, works well in rain, snow and through windshield, outstanding range, Heads-Up Display (HUD), Display Target Options, expandable for use in Accident Mapping, 1 Year Warranty.</td>
<td></td>
</tr>
<tr>
<td>Laser Atlanta</td>
<td>SpeedLaser® Model B</td>
<td></td>
<td>$1,799.00</td>
</tr>
<tr>
<td>Laser Atlanta</td>
<td>SpeedLaser® Model T</td>
<td></td>
<td>$2,159.00</td>
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### Extra Manuals

<table>
<thead>
<tr>
<th>Part #</th>
<th>Part</th>
<th>Description</th>
<th>MSRP</th>
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<tbody>
<tr>
<td></td>
<td>Extra Manual</td>
<td>Operator’s Manual</td>
<td>N/C</td>
</tr>
<tr>
<td></td>
<td>Extra Manual</td>
<td>Installation Manual</td>
<td>N/C</td>
</tr>
<tr>
<td></td>
<td>Extra Manual</td>
<td>Service Manual</td>
<td>N/C</td>
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</table>

### PARTS & ACCESSORIES DISCOUNTS

<table>
<thead>
<tr>
<th>Manufacturer’s Parts Discount</th>
<th>Manufacturer MPH Industries &amp; Laser Atlanta</th>
<th>10%</th>
<th>10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer’s Accessories Discount</td>
<td>Manufacturer MPH Industries &amp; Laser Atlanta</td>
<td>10%</td>
<td>10%</td>
</tr>
</tbody>
</table>
### CONTRACTOR INFORMATION

**Contractor:** Laser Technology Inc.  
7070 S. Tucson Way  
Centennial, CO 80112

<table>
<thead>
<tr>
<th>Contract Administration:</th>
<th>Primary Contact</th>
<th>Alternate Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Cheri Lucero</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 303.649.1000 Ext 175</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax: 800.280.6113 Ext 175</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail: <a href="mailto:Clucero@lasertech.com">Clucero@lasertech.com</a></td>
<td></td>
<td></td>
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</tbody>
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<table>
<thead>
<tr>
<th>Customer Service/Order Placement:</th>
<th>Primary Contact</th>
<th>Alternate Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Cheri Lucero</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 303.649.1000 Ext 175</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax: 800.280.6113 Ext 175</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail: <a href="mailto:Clucero@lasertech.com">Clucero@lasertech.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Contract Pricing: | Pricing is 0% Discount off Manufacturer’s Parts Price List  
Pricing is 15% Discount off Manufacturer’s Accessories Price List |
|-------------------|----------------------------------------------------------------|

Additional Qty. Discount:

**Contractor’s Website:** [http://www.lasertech.com/Speed-Enforcement-Measurement.aspx](http://www.lasertech.com/Speed-Enforcement-Measurement.aspx)

**Federal ID No.:** 84-0970494

<table>
<thead>
<tr>
<th>Payment/Order Placement Address:</th>
<th>Billing Will Be From</th>
<th>Payments Sent To</th>
</tr>
</thead>
</table>
| Laser Technology Inc.  
7070 S. Tucson Way  
Centennial, CO 80112 | Laser Technology Inc.  
7070 S. Tucson Way  
Centennial, CO 80112 |

Orders To Be Sent To: Same as Contractor Address

Credit Card Acceptance: MasterCard, VISA, AMEX

Minimum Orders: None

Delivery Time: 10 Days After Receipt of Order (ARO) – Standard Orders  
30 Days After Receipt of Order (ARO) – Special Orders

Payment Terms: Net 30 Days

Shipping Destination: Freight on Board (FOB) Destination

Freight: Prepaid and Included
Laser Technology

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description/Configuration</th>
<th>Current Price</th>
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</thead>
<tbody>
<tr>
<td>Laser Technology</td>
<td>LTI 20/20 TruCam</td>
<td>All in one, laser based photo/video speed measurement instrument that collects and stores a complete chain of video evidence on a secure SD card for both speeding and tailgating, along with a high-resolution image that identifies the vehicle make, model and license plate number. TruViewer backend software allows you to view and print violation. <a href="http://www.lasertech.com/TruCAM-Laser-Speed-Gun.aspx">http://www.lasertech.com/TruCAM-Laser-Speed-Gun.aspx</a></td>
<td>$4,995.00</td>
</tr>
<tr>
<td>Laser Technology</td>
<td>LTI 20/20 TruSpeed</td>
<td>The TruSpeed laser is one of the most economical and reliable laser speed devices in the world. It has a lightweight, ergonomic design that has a simple six button menu structure for simple operation. It offers pinpoint, single-vehicle targeting in multilane traffic as well as a 2000ft range, is water resistant and has a laser jammer detect notification all powered by (2) C cell batteries. <a href="http://www.lasertech.com/TruSpeed-Laser-Speed-Gun.aspx">http://www.lasertech.com/TruSpeed-Laser-Speed-Gun.aspx</a></td>
<td>$1,695.00</td>
</tr>
<tr>
<td>Laser Technology</td>
<td>LTI 20/20 Ultralyte 100 LR</td>
<td>The Ultralyte 100 LR is the most durable laser on the market today. It has an extruded aluminum housing which has superior resistance to drop, falls and inclement weather. The 100LR has a maximum range of 3280ft, Red-dot scope with in-scope display of speed and range, Carrying Case, RS232 serial port, shoulder rest, all powered by (2) C cell alkaline batteries. <a href="http://www.lasertech.com/UltraLyte-Laser-Speed-Guns.aspx">http://www.lasertech.com/UltraLyte-Laser-Speed-Guns.aspx</a></td>
<td>$2,995.00</td>
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<tr>
<td>Laser Technology</td>
<td>LTI 20/20 Ultralyte 200 LR</td>
<td>The equivalent of the Ultralyte 100 LR the 200LR speed laser also allows you to map a crime collecting slope, horizontal distance and vertical distance in addition to having a maximum range of 3280ft, Red-dot scope with in-scope display of speed and range, Carrying Case, RS232 serial port, shoulder rest, all powered by (2) C cell batteries. <a href="http://www.lasertech.com/UltraLyte-Laser-Speed-Guns.aspx">http://www.lasertech.com/UltraLyte-Laser-Speed-Guns.aspx</a></td>
<td>$3,495.00</td>
</tr>
<tr>
<td>Laser Technology</td>
<td>LTI 20/20 Ultralyte LR B</td>
<td>The LR B is the simplest of the Ultralyte generation. It offers all the durability and ruggedness but has an easy 6 button interface to configure the laser. The LRB’s maximum range is 3280ft and comes with a 2x magnified Red-dot scope, Carrying Case, RS232 serial port, shoulder rest, all powered by (2) C cell alkaline batteries. <a href="http://www.lasertech.com/Ultralyte-Laser-Speed-Guns.aspx">http://www.lasertech.com/Ultralyte-Laser-Speed-Guns.aspx</a></td>
<td>$2,595.00</td>
</tr>
</tbody>
</table>

## PARTS & ACCESSORIES DISCOUNTS

| Manufacturer’s Parts Discount | N/A |
| Manufacturer Laser Technology | |
| Manufacturer’s Accessories Discount | 15 % |
| Manufacturer Laser Technology | |

## CONTRACTOR INFORMATION

<p>| Contractor: | Digital Ally Inc. |</p>
<table>
<thead>
<tr>
<th>Contract Administration:</th>
<th>Primary Contact</th>
<th>Alternate Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Digital Ally Inside Sales</td>
<td>Kent Bruce (WA, OR, AK, ID, MT)</td>
<td></td>
</tr>
<tr>
<td>Phone: 913.814.7774 or 800.440.4947</td>
<td>360.886.9410 or 800.440.4947</td>
<td></td>
</tr>
<tr>
<td>Fax: 913.814.7775</td>
<td>360.886.9411</td>
<td></td>
</tr>
<tr>
<td>E-mail: <a href="mailto:sales@digitalallyinc.com">sales@digitalallyinc.com</a></td>
<td><a href="mailto:kdbco@comcast.net">kdbco@comcast.net</a></td>
<td></td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Customer Service/Order Placement:</th>
<th>Primary Contact</th>
<th>Alternate Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Digital Ally Inside Sales</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 913.814.7774 or 800.440.4947</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax: 913.814.7775</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail: <a href="mailto:sales@digitalallyinc.com">sales@digitalallyinc.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contract Pricing:**

- Pricing is 0% Discount off Manufacturer's Parts Price List
- Pricing is 15% Discount off Manufacturer's Accessories Price List

Additional Qty. Discount:

**Contractor's Website:**

http://www.digitalallyinc.com

**Federal ID No.:**

20-0064269

<table>
<thead>
<tr>
<th>Payment/Order Placement</th>
<th>Billing Will Be From</th>
<th>Payments Sent To</th>
</tr>
</thead>
</table>
| Address: Digital Ally Inc.  
7311 W. 130th Street STE 170  
Overland Park, KS 66213 | Digital Ally Inc.  
PO Box 411099  
Kansas City MO 64141-1099 |

Orders To Be Sent To: Same as Contractor Address

Credit Card Acceptance: MasterCard, VISA, AMEX

Minimum Orders: None

Delivery Time: 10 Days After Receipt of Order (ARO) – Standard Orders

30 Days After Receipt of Order (ARO) – Special Orders

Payment Terms: Net 30 Days

Shipping Destination: Freight on Board (FOB) Destination

Freight: Prepaid and Included

Digital Ally
<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description/Configuration</th>
<th>Current Price</th>
</tr>
</thead>
</table>

**PARTS & ACCESSORIES DISCOUNTS**

| Manufacturer’s Parts Discount |  |
|制造商: DragonEye Technology | N/A |

| Manufacturer’s Accessories Discount | 5% |
|制造商: DragonEye Technology |     |