



State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD1092

Account Number: AC-1

Revision Number: 01

Change Order Date: August 14, 2015

Service Start Date: October 31, 2015

Service End Date: October 30, 2017

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

John Broxon
 MPH Industries Inc
 316 East 9th Street
 Owensboro, KY 42303
Phone: 888-689-9222

Fax: 270-685-6288

Email: jhbroxon@mphindustries.com

Buyer Contact

Jason Urquhart
 Tel:208-332-1608
 Fax: 208-327-7320
 jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

PADD1092, Police Radar, Lidar Parts and Accessories for the State of Idaho (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

NO OTHER CHANGES NOTED.

Contract History:

Contract initial term: 1/17/12 - 10/30/13. Total estimated amount: \$100,000.00.
 Renewal 01. Term: 10/31/13 - 10/30/15. Total estimated amount: \$200,000.00.
 Renewal 02. Term: 10/31/15 - 10/30/17. Total estimated amount: \$180,000.00.
 Total estimated contract value: \$480,000.00.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
68077	1	0	LO	\$0.00	\$0.00
Item Description	#1				
	Police Radar, Lidar Parts and Accessories 				
Delivery Date:	August 14, 2015				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					

68077	2	0	ANN	\$90,000.00	\$180,000.00
Item Description	#2				
	Contract renewal period: October 31, 2015 through October 30, 2017.				
					
Delivery Date:	August 14, 2015				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					

Sub-Total (USD)	\$180,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$180,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By : Jason R. Urquhart



State of Idaho
Department of Administration
Division of Purchasing

C.L. "Butch" OTTER
Governor
ROBERT L. GEDDES
Director
BILL BURNS
Administrator

650 West State Street B-15 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

August 6, 2015

MPH Industries, Inc.
Attn: Eric Ruud

VIA E-MAIL TRANSMISSION
eruud@mphindustries.com

RE: Renewal of Contract PADD1092, a Contract for Police Radar, Lidar Parts and
Accessories for various State of Idaho Agencies, Institutions, and Departments
Expiring October 30, 2015

Dear Mr. Ruud:

Our letter to your attention dated August 5, 2015 is hereby rescinded.

The State of Idaho would like to renew the above referenced contract for a period of Two (2)
Years (which period coincides with the period of renewal of the state of Washington Master
Agreement number 01611; see attached document).

The contract renewal period is October 31, 2015 to October 30, 2017. The same terms and
conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign in the appropriate space
below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing.
If you need to update the contact information for this contract, please do so below. Please update your
IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO
System.

Thank you for your consideration in this matter.

APPROVED: [check] YES [] NO

Sincerely,

[Signature]
Jason Urquhart
Idaho Division of Purchasing

COMPANY: MPH INDUSTRIES

BY: [Signature]
(Signature)

Eric L. Ruud
(Printed Name)

Date: 8-6-15

UPDATED CONTACT INFORMATION for PADD1082:

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	



THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Bill To:
State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701

State of Idaho Various Agencies
Participating Addendum
Contract Renewal

Participating Addendum
PADD1092 - 01

Police Radar, Lidar Parts and Accessories

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701
Mark.Little@adm.idaho.gov

Date: Wed Oct 23, 2013
F.O.B.: Destination
Terms:

VENDOR: MPH INDUSTRIES
316 E. 9TH ST.
OWENSBORO, KY 42303
Attn: Sales MGR.
Vendor Nbr: P00000057141
Emailed To: jahayden@mphindustries.com
Phone: 888 689-9222
Fax: 270 685-6288
eCommerce.ID: P00000057141

Start of Service Thu Oct 31, 2013
Date
Fri Oct 30, 2015
End of Service
Date:
Solicitation#: RFQ09071
DOC#: PREQ19829

2 Header Attachments
MPH Pricing and Ordering Info.doc
PADD1092 MPH Industries.pdf

Buyer: JASON URQUHART 208-332-1608

Item No	Description	Quantity UOM	Unit Price	Extension
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		200000.00
	Total:			200000.00
Blanket Comments:	PADD1092 - RENEWAL This contract renewal and the provisions hereof are hereby made part of that certain State of Idaho contract number PADD1092, dated January 11, 2012 for Police Radar, Lidar Parts and Accessories, for Various State of Idaho Agencies, Institutions and Departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327, between MPH INDUSTRIES, as "Contractor" and the STATE OF IDAHO as "State". Contractor and State hereby agree as follows, per state of Washington Master Price Agreement Number 01611: All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this RENEWAL is OCTOBER 31, 2013. This Contract is renewed for TWO (2) YEARS commencing OCTOBER 31, 2013, and expiring OCTOBER 30, 2015. The same terms, conditions and prices prevail for the contract renewal period, except as expressly modified herein. Contract PADD1092 is amended (modified) per the State's letter dated October 15, 2013 (attached), to which the Contractor agreed on the same date.			

The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the actual orders, requirements, or tasks given to the Contractor by the State or may be dependent upon the specific terms of the Contract.

SIGNED AND DATED ACCEPTANCE LETTER FROM MPH INDUSTRIES ON FILE AT THE DIVISION OF PURCHASING.

Item No	Description	Quantity UOM	Unit Price	Extension
001	Police Radar, Lidar Parts and Accessories (680-77) (nt)	1 LOT	\$0.00	\$0.00
002 Files	Police Radar, Lidar parts and Accessories (Estimated total amount for October 31, 2013 through October 30, 2015 = \$200,000.00) (680-77) (nt)	2 YEAR	\$100,000.00	\$200,000.00

Item 002 Attached Files Toggle All Line Item File Attachments.

[PADD1092 - Acc Ren Ltr - 10-15-13.pdf](#)

General Comments:

NOTICE OF PARTICIPATING ADDENDUM CONTRACT AWARD

Contract for Police Radar, Lidar Parts and Accessories, pursuant to the Western States Contracting Alliance (WSCA) and Master Price Agreement 01611 (administered by the State of Washington). This contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis commencing January 17, 2012 and ending October 30, 2013, with option to extend for additional term(s) or portions thereof. 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.

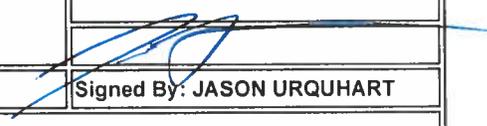
Contract Title:Police Radar, Lidar Equipment, Parts and Accessories
 Contract Usage Type:Open
 Public Agency Clause:Yes
 Contract Administration:.....Jason Urquhart
 Phone Number:.....208-332-1608
 E-Mail:.....jason.urquhart@adm.idaho.gov

Contractor's Primary Contact
 Contractor:.....MPH Industries, Inc.
 Attn:..... Eric Ruud
 Address:.....316 E. 9th Street
 City, State, Zip:.....Owensboro, KY 42303
 Phone Number:.....888-689-922
 Fax Number:.....270-685-6288
 E-Mail:.....info@mphindustries.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Instructions:
 Freight / Handling Included in Price


 Signed By: JASON URQUHART

Select an action. and Execute Action Back to Search Awards

jason.urquhart@adm.idaho.gov

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 - po001Display Machine prodappv6a IP: 164.165.64.68 - Wed 23 Oct 2013
 Agency ID: A00000000011 Dept ID: AGENCY User ID: admjrqhart



State of Idaho

Department of Administration
Division of Purchasing

C.L. "BUTCH" OTTER Governor
TERESA LUNA Director
BILL BURNS Administrator

650 W State Street, Room B15
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
FAX (208) 327-7320
<http://www.adm.idaho.gov/purchasing/>

October 15, 2013

MPH Industries
Attn: Eric Ruud
316 E 9th St
Owensboro KY 42303

VIA E-MAIL TRANSMISSION
jahayden@mphindustries.com

RE: Renewal of Contract PADD1092, a Contract for Police Radar, Lidar Parts and Accessories for various State of Idaho Agencies, Institutions, and Departments
Expiring October 30, 2013

Dear Mr. Ruud:

Our letter to your attention dated October 3, 2013 is hereby rescinded.

The State of Idaho would like to renew the above referenced contract for a period of Two (2) Years (which period coincides with the period of renewal of the state of Washington Master Agreement number 016111; see attached document).

The contract renewal period is October 31, 2013 to October 30, 2015. The same terms, conditions and prices prevail for the contract renewal period, except as expressly modified herein.

1. Upon the effective date of the renewal (October 31, 2013), PADD1092 is amended (modified) as follows:
 - a. See PADD1092, subsection 2, Changes. All information beginning with the heading "Idaho Administrative Reports" through the end of the section is hereby deleted and replaced by the following:

"Idaho Administrative Fee

Administrative Fee:

The prices to be paid by the procuring agency shall be inclusive of a one and one-quarter percent (1.25%) agency Participating Addendum (contract) usage Administrative Fee. This additional percentage represents the procuring agency's contract usage Administrative Fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly sales under the contract. The State of Idaho understands and agrees that Contractor may raise the negotiated Master Price Agreement prices by this amount.

For Example: If the total of your net sales to the all procuring agencies for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Quarterly Usage Report

Contractor will furnish detailed usage reports as designated by the State*. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the contract utilizing the BPO SUMMARY USAGE REPORT FORM available for download at:

<http://purchasing.idaho.gov/forms.html>. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter).

* The State anticipates that it may require reports in Excel format with the following data elements as frequently as quarterly:
Contractor Name; Contract Number (PADD1092); Sales Period Date; Delivery Destination;
Product Description; Quantity Delivered; Total \$

The State may also request other reports in Excel format from time to time.

Submission of Administrative Fee and Quarterly Usage Reports

Reporting Time Line (Fiscal Year Quarters): Fee and Report Due:

1 st Quarter	July 1 - Sept 30	October 31st
2 nd Quarter	Oct 1 - Dec 31	January 31st
3 rd Quarter	Jan 1 - Mar 31	April 30 th
4 th Quarter	Apr 1 - Jun 30	July 31 st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to: State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.

Failure to submit the required report or timely remit the Administrative Fee may be cause for disqualification of Contractor for future contracts, or other action by the State."

2. The following is added as a new section to PADD1092:

"9. Assignment

Notwithstanding subsection 4.4 (Subcontracts and Assignment) of the state of Washington Master Agreement number 01611, Master Agreement number 01611 is supplemented with the following, which shall apply to this PA:

ASSIGNMENTS, TRANSFERS, DELEGATIONS, AND NOVATIONS: Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho State Board of Examiners. Transfer without such approval shall cause the annulment of the contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (I.C. § 67-5726(1); I.C. § 67-1027)

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default."

3. PADD1092 is further amended to reflect the changes made to the state of Washington Master Agreement number 01611 per the attached Contract Amendment document issued by the state of Washington with the following Amendment Number:
 - a. "MPH Industries – 2"
(Amendment Number 1 added a state of Washington-specific management fee and had no bearing on the other users [states], and so is not included above.)

If the terms of this renewal letter are acceptable to your company, please sign in the appropriate space below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,



Jason Urquhart
Idaho Division of Purchasing

APPROVED: X YES NO

COMPANY: MPH Industries

BY: [Signature]
(Signature)

John Broxon, President
(Printed Name)

Date: 10/15/13

Attach: 1 St of WA Amendment

UPDATED CONTACT INFORMATION for PADD1092:

Contact Name	Eric Ruud
Title	National Sales Manager
Address	316 E. Ninth Street Owensboro, KY 42303
Phone	888-684-9222
Fax	270-685-6288
E-mail	info@mphindustries.com

State of Washington DEPARTMENT OF ENTERPRISE SERVICES 1500 Jefferson St. SE, Olympia, WA 98501 •	CONTRACT AMENDMENT	
	Contract Number: 01611	Date Issued: September 10, 2013
	Amendment Number: MPH Industries -2	Effective Date: 10/31/13
This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.		

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:

MPH Industries	Speedgun Pro, dashmounted version	Display/Counting Unit, Wireless Remote control, Universal Dash Mount, Tuning Forks, and Instruction Manual. Features: 3 Window Display, stationary and moving mode operation., POP Mode (defeats radar detectors), Fastest Target Mode, Automatic Same-Direction Mode, Digital Signal Processing, Wireless Remote Control, Track-Through Speed Lock, 2 Year Warranty.	\$1495.00
	Speedgun Pro corded handheld version	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.	\$1170.00
	Speedgun Pro battery-powered handheld version	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.	\$1340.00

4. Approve a voluntary price reduction as follows:

Laser Atlanta	SpeedLaser® Model B (Compact, Binocular-style)	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.	\$1,649.00
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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.

For Contractor:		For State:	
 _____ 10/11/13 (Contractor Authorized Representative Signature) (Date)		 _____ 10/11/13 (Procurement Coordinator Signature) (Date)	
Print Name	Eric L. Ruud	Print Name	Steve Jenkins
Telephone No.	270-685-6398	Telephone No.	360-407-9415
Company	MPH Industries	Company	Dept. Enterprise Services Master Contracts & Consulting
Mailing Address	316 E 9 th Street Owensboro, KY 42303	Mailing Address	P. O. Box 41411 Olympia, WA 98504-1411
Physical Address	316 E 9 th Street Owensboro, KY 42303	Physical Address	1500 Jefferson St. SE Olympia, WA 98501
Email:	elruud@mphindustries.com	Email:	Steve.jenkins@des.wa.gov
DES Approval			
MCC Manager	Michael MAJercin	Signature/Date	 _____ 10/11/13



THIS NUMBER MUST
APPEAR
ON ALL DOCUMENTS

Bill To:
State of Idaho Various
Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701

State of Idaho Various Agencies

Participating
Addendum
PADD1092

Participating Addendum

Police Radar, Lidar Parts and Accessories

DELIVER State of Idaho Various Agencies

TO: Various State Agencies
located throughout Idaho

Various, ID 83701
sarah.hilderbrand@adm.idaho.gov

Date: Wed Jan 11, 2012

F.O.B.: Destination

Terms:

VENDOR: MPH INDUSTRIES
316 E. 9TH ST.
OWENSBORO, KY 42303
Attn: Sales MGR.
Vendor Nbr: P0000057141
Emailed To: jahayden@mphindustries.com
Phone: 888 689-9222
Fax: 270 685-6288
eCommerce ID: P0000057141

Start of Tue Jan 17, 2012
Service Date

Wed Oct 30, 2013

End of
Service Date:

Solicitation#: [RFQ09071](#)
DOC#: PREQ19829

[2 Header Attachments](#)

Buyer: [Frank L. Pierce](#) 208-332-1605

Item No	Description	Quantity UOM	Unit Price	Extension
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		100000.00
		Total:		100000.00
Blanket Comments:				
Item No	Description	Quantity UOM	Unit Price	Extension
001	Police Radar, Lidar Parts and Accessories (680-77) (nt)	1 LOT	\$100,000.00	\$100,000.00
General Comments: NOTICE OF PARTICIPATING ADDENDUM CONTRACT AWARD				
Contract for Police Radar, Lidar Parts and Accessories, pursuant to the Western				

States Contracting Alliance (WSCA) and Master Price Agreement 01611 (administered by the State of Washington). This contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis commencing January 17, 2012 and ending October 30, 2013, with option to extend for additional term(s) or portions thereof. 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.

Contract Title:Police Radar, Lidar Equipment, Parts and Accessories

Contract Usage Type:Open

Public Agency Clause:Yes

Contract Administration:.....Jason Urquhart

Phone Number:.....208-332-1608

E-Mail:.....jason.urquhart@adm.idaho.gov

Contractor's Primary Contact

Contractor:.....MPH Industries, Inc.

Attn:..... Jill Hayden

Address:.....316 E. 9th Street

City, State, Zip:.....Owensboro, KY 42303

Phone Number:.....888-689-9222 x 421

Fax Number:.....270-685-6288

E-Mail:.....jahayden@mphindustries.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Instructions:

Freight / Handling Included in Price

Signed By: FRANK L. PIERCE

**WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
FOR POLICE RADAR, LIDAR EQUIPMENT, PARTS AND ACCESSORIES
Between
The State of Idaho and MPH Industries, Inc.**

This Participating Addendum will add the State of Idaho as a Participating State to purchase from the WSCA Price Agreement, Number MA 01611, with MPH Industries, Inc.

1. Scope:

Unless otherwise defined, all capitalized terms in this Participating Addendum shall have the meanings ascribed to them in the Western States Contracting Alliance, Police Radar, Lidar Equipment, Parts and Accessories Master Price Agreement, # 01611 (the "WSCA Master Agreement").

The following are authorized Purchasing Entities under this Participating Addendum: All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, section 67-2327) are hereby authorized to purchase products and services under the terms and conditions of the WSCA master Price Agreement number 01611. These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties, school districts, highway districts, port authorities, instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho, and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e. issue purchase orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

2. Changes:

Parties to this Participating Addendum: The parties to this Participating Addendum (PA) are MPH Industries, Inc. (Contractor) and the State of Idaho by and through this statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the titled "scope" of this Participating Addendum (procuring Agencies).

Applicable Law: Notwithstanding (Order of Precedence) the WSCA Master Price Agreement number 01611, Terms and Conditions are supplemented with the following which shall apply to this PA:

The State of Idaho PADD1092 and all purchase orders issued there under by procuring agencies shall be construed in accordance with, and governed by the laws of the State of Idaho. To the extent this PA entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Idaho Uniform Commercial Code (IUCC), except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of the PA shall be brought in Idaho State District Court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force.

Idaho Administrative Reports: The Contractor agrees to provide quarterly utilization reports to the Idaho Contract Administrator in accordance with the following schedule:

<u>Period Ending</u>	<u>Report Due Date</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

The reports shall include the gross Idaho sales, less returns, cancellations and replacements, for the quarterly period to each individual procuring agency as well as totals for all procuring agencies within the State of Idaho.

Idaho Administrative Fee: The State of Idaho access a 1.25% administrative fee on contract usage. The usage report described above shall be accompanied with a check payable to the Treasurer, State of Idaho for an amount equal to 1.25% of the gross Idaho sales (less returns and credits) for the quarterly period. The State of Idaho understands and agrees that the Contractor may, at its option, raise the WSCA Master Agreement prices by this amount.

3. Lease Agreements: NONE. Lease agreements are NOT authorized by this contract.

4. Primary Contact: Participating Entity's primary contact for this Participating Addendum is:

Name: Frank Pierce, Purchasing Officer
Address: Idaho Division of Purchasing
650 W. State Street, Room B-15

Boise, ID 83702
Telephone: 208-332-1605
Fax: 208-327-3720
E-mail: frank.pierce@adm.idaho.gov

5. **Subcontractors:** NONE. No servicing subcontractors are permitted under this contract.
6. **Price Agreement Number:** All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include WSCA Master Agreement number: 01611 and the State of Idaho Participating Addendum number: PADD1092.
7. **Purchase Orders:** All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.
8. **Order of Precedence:** The parties acknowledge and agree that:
- (a) In the event of a conflict between the terms contained in the WSCA Master Agreement and this Participating Addendum, the terms and conditions of this Participating Addendum will control as between Contractor and the Participating Entity; and
- (b) This §8 specifically supercedes §5 of the WSCA Master Agreement

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

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

Participating Entity: State of Idaho

Contractor: MPH Industries, Inc.

By: Frank Pierce

By: Eric Ruud

Name: FRANK PIERCE

Name: Eric Ruud

Title: PURCHASING OFFICER

Title: National Sales Manager

Date: JANUARY 11, 2012

Date: 1-10-12



CONTRACTOR INFORMATION

Contractor:	MPH Industries, Inc. 316 E 9 th St Owensboro KY 42303	
Contract Administration:	Primary Contact	
	Name:	Eric Ruud
	Phone:	(888) 689-9222 Ext. 398
	Fax:	(270) 685-6288
	Alternate Contact	
		Brian Stafford
		(866) 629-9256
	E-mail:	elruud@mphindustries.com
		bestafford@mphindustries.com
Customer Service/Order Placement:	Primary Contact	
	Name:	Jill Hayden
	Phone:	(888) 689-9222 Ext. 421
	Fax:	(270) 685-6288
	Alternate Contact	
	E-mail:	jahayden@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 Additional Qty. Discount:	
Contractor's Website:	http://www.mphindustries.com	
Federal ID No.:	61-1205274	
Payment/Order Placement Address:	Billing Will Be From	Payments Sent To
	MPH Industries, Inc. 316 E 9 th 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)

Manufacturer	Model	Description/Configuration	Contract Price
MPH Industries	BEE III™ Directional Radar – 1 Antenna K Band	Separable Display, 1 K band Waterproof Antenna, Wireless Remote Control, 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.	\$1,467.11
MPH Industries	BEE III™ Directional Radar – 1 Antennas Ka Band	Separable Display, 1 Ka band Waterproof Antennas, Wireless Remote Control, 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.	\$1,416.49
Frequently ordered options for the Bee III			
MPH Industries	Rear K band antenna kit for Bee III		\$556.88
MPH Industries	Rear KA band antenna kit for Bee III		\$506.25
MPH Industries	Bee III Motorcycle Option		\$318.94
MPH Industries	Speedometer interface option (CAN or VSS)		\$101.25

Moving Radar – Python® Series III (See: http://www.mphindustries.com/products_home/python_III_radar.html)

Manufacturer	Model	Description/Configuration	Contract Price
MPH Industries	Python® Series III – 1 Antenna (X Band)	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.	\$1,240.31
MPH Industries	Python® Series III – 1 Antenna (K Band)	Display/Counting Unit, 1 K band Antenna, Wired Remote Control, Mounting Brackets and Cables, Tuning Forks and Instruction Manual. Features: Digital Signal Processing,	\$835.31

		Stationary and Moving-Opposite Direction Software, City/Highway Mode, Track-Through Speed Lock, 2 Year Warranty.	
MPH Industries	Python® Series III – 1 Antenna (Ka Band)	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.	\$1,189.69
Frequently Ordered options for the Python III			
MPH Industries	Rear X band antenna kit for Python III		\$506.25
MPH Industries	Rear K band antenna kit for Python III		\$273.38
MPH Industries	Rear KA band antenna kit for Python III		\$374.63
MPH Industries	Fastest and same direction modes for K or Ka band Python III		\$130.61

Moving Radar Enforcer (See: www.mphindustries.com/products/enforcer)

Manufacturer	Model	Description/Configuration	Contract Price
MPH Industries	Enforcer® – 1 Antenna K Band	Separable Display, Choice of 1 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.	\$1,414.46
MPH Industries	Enforcer® – 21Antennas Ka Band	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.	\$1,315.24
	Frequently ordered options for the Enforcer		
MPH Industries	Rear K band antenna kit for Enforcer		\$556.88
MPH Industries	Rear KA band antenna kit for Enforcer		\$394.88

MPH Industries	Enforcer Motorcycle Option		\$303.75
MPH Industries	Speedometer interface option (CAN or VSS)		\$101.25

Moving Radar – Ranger EZ (See: www.mphindustries.com/products/ranger)

Manufacturer	Model	Description/Configuration	Contract Price
MPH Industries	Ranger EZ Single Antenna	Separable Display, 1 Waterproof Antenna, Wireless Remote Control, Mounting Brackets and Cables, Tuning Forks and Instruction Manual. Features: Target Distance (Range) Measurement, SafetyZone Officer Safety Alert, Automatic Same-Direction, Fastest Mode, Stop-Watch Mode, Highway/City Mode, Track-Through Speed Lock, CAN/VSS interface, 3 Year Warranty.	\$1868.06
	Frequently ordered options for the Ranger EZ		
MPH Industries	Rear K band antenna kit for Ranger EZ		\$506.25
MPH Industries	Ranger EZ Motorcycle Option		\$324.00
MPH Industries	Speedometer interface option (CAN or VSS)		included

Moving/Handheld Radar – Speedgun® (See: www.mphindustries.com/products/speedgun)

Manufacturer	Model	Description/Configuration	Contract Price
MPH Industries	Speedgun® (Hand-Held or Dash-Mount) K Band	Display/Counting Unit, Wireless Remote/Handle, Universal Dash Mount, Tuning Forks, Instruction Manual and Carrying Case. Features: 3 Window Display, Fastest Target Mode, Manual Same-Direction Mode, Digital Signal Processing, Handle Serves as a Wireless Remote Control, Track-Through Speed Lock, 2 Year Warranty.	\$1,235.25
MPH Industries	Z-25™ Stationary Handheld (Corded Power) K Band	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.	\$779.63
Manufacturer	Model	Description/Configuration	Contract Price
MPH Industries	Z-35™ Stationary Handheld (Corded Power)	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.	\$1075.28

LIDAR – SpeedLaser® (Manufactured by Laser Atlanta®) (See: www.mphindustries.com/products/speedlaserr)

Manufacturer	Model	Description/Configuration	Contract Price
Laser Atlanta	SpeedLaser® Model S (Rechargeable Battery Power)	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.	\$1,821.49
Laser Atlanta	SpeedLaser® Model R (Rechargeable Battery Power)	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.	\$2,550.49
Laser Atlanta	SpeedLaser® Model B		\$1,821.49
Laser Atlanta	SpeedLaser® Model T		\$2,185.99

Extra Manuals

Part #	Part	Description	MSRP
	Extra Manual	Operator's Manual	N/C
	Extra Manual	Installation Manual	N/C
	Extra Manual	Service Manual	N/C

PARTS & ACCESSORIES DISCOUNTS		
Manufacturer's <u>Parts Discount</u>	10 %	10 %
Manufacturer <u>MPH Industries & Laser Atlanta.</u>		
Manufacturer's <u>Accessories Discount</u>	10%	10 %
Manufacturer <u>MPH Industries & Laser Atlanta</u>		