

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

Led by the State of Washington

Master Agreement #: **00218**

Contractor: LASER TECHNOLOGY, INC.

Participating Entity: **STATE OF IDAHO (hereinafter "Participating Entity")**

Participating Addendum #: **PADD20220935**

1. Scope: This Participating Addendum ("PA") covers the Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts, and Accessories led by the State of Washington for use by Participating Entity agencies and other entities located within the state of Idaho authorized by the Participating Entity's statutes to utilize state of Idaho contracts. All state of Idaho agencies and public agencies (as defined by Idaho Code, Section 67-2327) (both referred to as "Purchasing Entities" within this PA) are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint Master Agreement and those within this PA. 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. Participation: Issues of interpretation and eligibility for participation are solely within the authority of the Participating Entity's Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this PA are as follows (or their named successors):

Contractor

Contractor Company Name:	Laser Technology, Inc.
Contact Name:	Cheri Miller
Address:	6912 S. Quentin Street
Telephone:	(303) 649-1000
Fax:	(303) 649-9710
Email:	cmiller@lasertech.com

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Participating Entity

Name:	Jason Urquhart, Purchasing Officer
Address:	650 W. State St., Room 100, Boise, ID 83702
Telephone:	208-332-1608
Fax:	208-327-7320
Email:	jason.urquhart@adm.idaho.gov

4. Participating Entity Modifications or Additions to Master Agreement: The following modifications or additions apply only to actions and relationships within the Participating State and supplement and/or add to the Master Agreement (the “Contract”):
- a. Parties. The parties to this PA are the Contractor and the Participating Entity by and through its statutory agent, the Division of Purchasing within the Department of Administration on behalf of the entities identified in section 1, Scope, of this PA.
 - b. Reporting. The Contractor shall provide:
 - i. Any reports specifically required by the Master Agreement to be reported to Participating States.
 - ii. At the Division of Purchasing’s request, custom reports, which may include, but not be limited to, reporting on the most common items purchased; comparisons between Purchasing Entities; reports to aid Purchasing Entities in inventory control; and reports that identify delivery times per order. Contractor must provide custom reports in Excel format as requested by the Division of Purchasing, on an occasional basis (no more frequently than four (4) times per contract year), at no additional charge.
 - c. Idaho Administrative Fee. A 1.25% Administrative Fee will apply to all purchases made under the resulting PA by any Purchasing Entity. On a quarterly basis, the Contractor shall remit to the Division of Purchasing an amount equal to one and one-quarter percent (1.25%) of the Contractor’s net (sales minus credits) quarterly sales made under the PA. Administrative Fee payments and reports to the Division of Purchasing are due no later than 30 calendar days after the end of each calendar quarter. Pricing has been adjusted to incorporate the Administrative Fee so that the price to Purchasing Entities will reflect the adjustment. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the state of Washington Master Agreement (Master Agreement #: 00218).

Reporting Time Line:

- 1st Quarter: July 1 – September 30
- 2nd Quarter: October 1 – December 31
- 3rd Quarter: January 1 – March 31

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4th Quarter: April 1 – June 30

Report of Contract Purchases:

Two (2) quarterly reports must accompany each Administrative Fee payment and be furnished electronically in Microsoft Excel format. The required reports are: 1) PADD Summary Usage Report; and 2) Detailed Usage Report. The PADD Summary Usage Report can be found on the "Information for Vendors" page of DOP's website: <https://purchasing.idaho.gov/information-for-vendors/>. The Detailed Usage Report template is attached to this PADD as Attachment 1. The reports must be emailed to: purchasing@adm.idaho.gov.

Administrative Fee Payment checks must be made out and mailed to:

Division of Purchasing, State of Idaho
P.O. Box 83720
Boise, ID 83720-0075

- d. **Governing Law.** This PA and all orders issued thereunder by Purchasing Entities shall be construed in accordance with, and governed by the laws of the state of Idaho, and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada county in the state of Idaho in the event of any dispute with respect to the PA.
- e. **Assignment, Merger, Consolidation or Change of Contractor.**
 - i. **Application of Idaho Statutes.** Assignments, mergers, consolidations, and changes of the Contractor under this Agreement are subject to the provisions of Idaho Code section 67-1027 and 67-9230.
 - ii. **Consent to Assign.** Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Agreement, or delegate any of its performance obligations, without the express written consent of the DOP Administrator and the Idaho Board of Examiners.
 - iii. **Consent to Change of Contractor.** Any entity into which Contractor may be merged or with which it may be consolidated, any entity resulting from any merger or consolidation to which Contractor is a party, or any entity succeeding to the business of Contractor without first obtaining the prior written approval of the Administrator of the DOP and the Idaho State Board of Examiners.
 - iv. **Effect of Non-Compliance.** At the option of the DOP Administrator, transfer without approval required by this section shall cause the annulment of the Contract. All rights of action for any

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breach of this Contract are reserved to the State notwithstanding such annulment. As provided in Idaho Code section 67-1027, the State shall not be obligated to pay the assignee until the assignment is recognized by the Idaho Board of Examiners and no damages shall accrue to Contractor or the assignee arising from the State's assignment and payment processes pursuant to Idaho Code sections 67-1027 and 67-9230.

- f. Amendments. Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this section 4.f will result in the Master Agreement amendment automatically being incorporated in this PA.

- g. Insurance. Notwithstanding section 13, Insurance, of the Contract, the Contract is supplemented with the following provisions:

REQUIREMENT TO PROVIDE PROOF OF INSURANCE: The Contractor and its subcontractors (if the Contractor has any subcontractors that will provide goods or services to the Participating Entity under the PA) shall provide certificates of insurance to the Division of Purchasing in accordance with section 13, Insurance, of the Contract. These certificates must be provided within seven (7) business days after the effective date of this PA, and all required insurance must be maintained by the Contractor for the entire term of this PA, including all renewal and extension periods.

REQUIREMENTS FOR WORKERS' COMPENSATION INSURANCE: The Contractor shall provide and maintain Workers' Compensation Insurance and Employer's Liability for the entire term of this PA. The employer's liability shall have limits not less than \$100,000 each accident for bodily insurance by accident, \$500,000 disease policy limit, and \$100,000 disease, each employee.

For Workers' Compensation Insurance, the Contractor must provide either a certificate of Workers' Compensation insurance issued by a surety licensed to write Workers' Compensation Insurance in the state of Idaho or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

- h. Order of Precedence. This PA consists of and precedence is established by the order of the following documents:
 - i. This PA (this PA shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the terms of Master

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Agreement # 00218);

- ii. State of Washington NASPO ValuePoint Master Agreement # 00218;
- iii. The RFP, including all Addendums; and,
- iv. Contractor's response to the RFP.
- i. **Applicable Terms.** The Participating Entity agrees to the terms and conditions of the Master Agreement only to the extent that the terms and conditions are not in conflict with this PA or with the laws of the state of Idaho.
- j. **Records Maintenance.** The Contractor shall maintain or supervise the maintenance of all financial records necessary to properly account for all payments made to the Contractor for the costs authorized by the PA. These financial records shall be retained by the Contractor for at least three (3) years after the PA terminates or expires, or until all audits initiated within the three (3) years have been completed, whichever is later.
- k. **Price Agreement Numbers.** All orders issued by Purchasing Entities under this PA shall include the following price agreement numbers:

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- l. **Termination for Convenience.** The Participating Entity may terminate this PA for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days' written notice to the Contractor specifying the date of termination if the Participating Entity determines it is in its best interest.
- m. **Termination for Default.** The Participating Entity may terminate this PA when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days, unless such longer period of time is mutually agreed upon between the parties in writing. If the Contract is terminated for default or noncompliance, the Contractor will be responsible for any costs resulting from the Participating Entity's award of a new contract and any damages incurred by the Participating Entity. The Participating Entity, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

A Purchasing Entity may terminate an order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or non-compliance within thirty (30) calendar

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days of receiving written notice of said breach or non-compliance.

- n. Public Records, Trade Secrets and Non-Public Information.
- i. The Idaho Public Records Law, Idaho Code Title 74, Chapter 1 (“the Act”), allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the state of Idaho) regardless of the physical form or character. All, or most, of the documents related to this Agreement will be public records subject to disclosure under the Act.
 - ii. The Act contains certain exemptions to the open inspection and copying of public records, including an exemption for trade secrets. The Act defines trade secrets to “include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.” The Act also defines other records that may be exempt from public disclosure.
 - iii. If Contractor considers any material that it provides related to this Agreement to be a trade secret, or otherwise protected from disclosure, Contractor must so indicate by marking as “exempt” each page containing such information. Marking an entire document as exempt is not acceptable or in accordance with the Act and will not be honored. A legend or statement on one (1) page that all or substantially all of the document is exempt from disclosure is not acceptable or in accordance with the Act and will not be honored. Prices provided in relation to this Agreement are not trade secrets. The State, to the extent allowed by law, will honor a designation of nondisclosure. Any questions regarding the applicability of the Act should be addressed to Contractor’s own legal counsel prior to submission of the potentially exempt document. The Division of Purchasing will not provide interpretations of the Act.
 - iv. When submitting documents identified by Contractor as exempt, Contractor must:
 - 1. Identify with particularity the precise text, illustration, or other information contained within each page marked “exempt” (it is not sufficient to simply mark the entire page). The specific information you deem “exempt” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as “exempt.”
 - 2. Provide a separate document entitled “List of Redacted Exempt Information,” which provides a succinct list of all exempt material noted in your submitted documents. The list must identify the page/section/paragraph number where the exempt information appears, the title of the section/paragraph where the exempt information appears, the specific portions of text or other information that is claimed to be exempt; or must identify the exempt information in a manner otherwise sufficient to allow the State to

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- determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.
3. Submit a redacted copy of the document with all trade secret and exempt information removed or blacked out. The redacted copy must be submitted electronically, with the word "redacted" in the file name, whether the Proposal is submitted manually or electronically.
 - v. Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Vendor's failure to designate individual documents as exempt. The Vendor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Vendor, the Vendor shall provide the legal defense for such claim.
5. Lease Agreements: No equipment or goods of any sort shall be leased to Purchasing Entities under this PA.
 6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
 7. Certification Concerning Boycott of Israel: Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
 8. Entire Agreement: This PA and the Master Agreement together with their exhibits and attachments, 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 PA and the Master Agreement, together with their exhibits and attachments, shall not be added to or incorporated into this PA or the Master Agreement or their exhibits and attachments, by any subsequent order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Master Agreement and their exhibits and attachments shall prevail and govern in the case of any such inconsistent or additional terms.



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

Participating Entity: State of Idaho	Contractor: Laser Technology, Inc.
Signature: Jason R. Urquhart <small>Digitally signed by Jason R. Urquhart Date: 2021.09.28 11:52:48 -06'00'</small>	Signature: <i>Cheri Miller</i>
Name: Jason R. Urquhart	Name: Cheri Miller
Title: Purchasing Officer	Title: Contract/Bid Coordinator
Date: 9/28/21	Date: 9/27/21