



Participating Addendum Number: N-2025-RADAR-0002
for
POLICE RADAR/LIDAR SPEED ENFORCEMENT & ACCIDENT SCENE
RECONSTRUCTION
between
State of Alaska
and
Kustom Signals, Inc.

This Participating Addendum is entered into by the State of Alaska and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 24823, executed by Contractor and the State of Washington ("Lead State") for Police Radar/Lidar Speed Enforcement & Accident Scene Reconstruction ("Master Agreement"):

Kustom Signals, Inc. ("Contractor")
10901 W 84th Terrace, Suite 100
Lenexa, KS 66214

1. PARTICIPATING ADDENDUM CONTACTS:

Contractor's Primary Contact:
Jim Lindquist
Marketing and Sales Support Manager
sales@kustomsignals.com
913.492.1400

Participating Entities Primary Contact:
Ian Martin
Contracting Officer
ian.martin@alaska.gov
907-465-5682

- 2. TERM:** This Participating Addendum is effective as of the date of the last signature below or 09/01/2024 whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- 3. PARTICIPATION AND USAGE:** This Participating Addendum may be used by all state agencies, political subdivisions, federally recognized tribes and other entities authorized to use statewide contracts in the State of Alaska. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- 4. GOVERNING LAW:** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- 5. SCOPE:** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

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- a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ninety(90) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- 6. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order, along with the contact name and information for the purchasing entity. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- 7. **PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT:** Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

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

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

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CANCELLATION. By signing this Addendum, the Contractor certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to cancel this participating addendum (Alaska Administrative Order No. 352).

PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

- a. **Required Reports:** Contractor must submit quarterly reports to doa.oppm.vendorreport@alaska.gov and "Cc" the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel format) which will list the following information at the minimum:

Purchasing Entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter (the State of Alaska operates on a fiscal calendar of July 1- June 30).

First Quarter: July 1 through September 30

Second Quarter: October 1 through December 31

Third Quarter: January 1 through March 31

Fourth Quarter: April 1 through June 30

- b. **Administrative Fee:** Effective upon final signature, the Contractor shall submit payment via check (or ACH), payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management, for the calculated amount equal to **1.5%** of the net sales for the quarterly period.
- i. Contractor must include the PA Number on the check. The check must also reference the applicable fiscal quarter/year (or date span) to ensure proper receipt and accounting. Those checks submitted to the State without this information may be returned to Contractor for additional identifying information.
 - ii. Administrative fee checks shall be submitted to:

State of Alaska
Department of Administration
ATTN: Office of Procurement and Property Management
PO Box 110214
Juneau, AK 99811-0214
 - iii. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the Participating Entity.
 - iv. Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
 - v. Administrative fee checks are due for each quarter as follows:

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Reporting Period

Due Date

State Fiscal Quarter 1 (Jul 1 - Sept 30): Nov 15

State Fiscal Quarter 2 (Oct 1 - Dec 31): Feb 15

State Fiscal Quarter 3 (Jan 1 - Mar 31): May 15

State Fiscal Quarter 4 (Apr 1 - Jun 30): Aug 15

- vi. If the contractor decides to make payment via ACH, this information can be obtained via email upon request from the Participating Entity contact.
 - c. Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to doa.oppm.vendorreport@alaska.gov and "Cc" the Contracting Officer assigned by the State to manage this contract.
- 8. SHIPPING:** All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations.
- 9. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- 10. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

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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 Alaska	Contractor: Kustom Signals, Inc.
Signature: 	Signature: 
Name: Ian Martin	Name: Chris Abel
Title: Contracting Officer	Title: President
Date: 8-26-2024	Date: 8/26/2024

For questions on executing a participating addendum, please contact: [NASPO ValuePoint](#)

Cooperative Portfolio Manager:	Joel E. Atkinson
Telephone:	850-848-1250
Email:	jatkinson@naspovaluepoint.org