

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Stalker Police Radar & Lidar Equipment

NASPO MASTER AGREEMENT

Master Agreement No. 24823

Applied Concepts, Inc. dba Stalker
(hereinafter "Contractor")

And

Commonwealth of Kentucky

Commonwealth Office of Technology (COT) on behalf of all State Agencies
(hereinafter "Participating State")

Commonwealth Master Agreement#: MA 758 2500000859

This Participating Addendum, Commonwealth Master Agreement ("PA" or "Participating Addendum") is entered into, by and between Commonwealth of Kentucky, Commonwealth Office of Technology (COT) ("Participating Entity", "Customer" or "COT") and Applied Concepts, Inc. dba Stalker ("Contractor", "Vendor" or "Stalker").

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

William Titterington
sales@stalkerradar.com
972-398-3780

Participating Entity's Procurement contact for this Participating Addendum is:

Melissa Hubbard, KCPM
Statewide Procurement Analyst, II
Melissa.Hubbard@ky.gov
502-782-5336

Participating Entity's COT contact for this Participating Addendum is:

Stephanie R. Williams, NIGP-CPP, CPPO, CPPB, MPA
COT Contracting Officer
StephanieR.Williams@ky.gov
502-234-4898

- II. TERM.** This Participating Addendum is effective on the date fully executed by all parties and will terminate upon termination of the NASPO Master Agreement No. 24823, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein. The Commonwealth reserves the right to extend this PA based on NASPO's contract renewals or extensions.

This Participating Addendum shall expire on August 31, 2027, per the NASPO Master Agreement No. 24823. This PA shall include one optional additional renewal period of (2) two years through the final NASPO expiration date of August 31, 2029.

- III. PARTICIPATION AND USAGE.** The Commonwealth Office of Technology (COT) awards this Participating Addendum on behalf of All State Agencies to include Executive Branch State Agencies, non-Executive Branch State Agencies, institutions of higher education, cities, counties, districts, and

other political subdivisions of the state, and nonprofit organizations within the state if authorized by the Commonwealth of Kentucky state statutes are authorized to use this PA.

IV. GOVERNING LAW. This Participating Addendum shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

All terms in this Participating Addendum and any associated Orders and/or software agreements and End User License Agreements (EULA) shall be read as applicable only to the extent permitted by Kentucky law and no term in violation of the Kentucky law, inclusive of Kentucky Procurement Law, shall be given effect.

All software agreements and End User License Agreements (EULA) must include the following language:

“All terms in this agreement/EULA shall be read as applicable only to the extent permitted by Kentucky law and no term in violation of the Kentucky law, inclusive of Kentucky Procurement Law, shall be given effect.”

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the NASPO Master Agreement No. 24823 and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities. The scope of this PA shall include the following awarded categories:

Category One: Includes speed enforcement, speed advisory and accident and crime scene re-construction goods and services that meet/exceed the Standard of Quality (SOQ) established in the solicitation. Additionally, Group A Speed Enforcement products must be approved by the National Highway Traffic Safety Administration's (NHTSA) and shown on the NHTSA Conforming Products List (CPL).

Group A: Speed Enforcement – This category includes vehicle-mounted and hand-held radar and lidar speed measuring devices and software.

Group B: Speed Advisory Systems - This category includes automated/unmanned pole and trailer-mounted radar and lidar speed advisory systems and software.

See NASPO website for available products and services.

- Participating Entity-specific Pricing

https://s3-us-west-2.amazonaws.com/naspovaluepoint/1730142915_NASPO%20Master%20Price%20List%20-%20October%2021,%202024%20-%20Revised.pdf

- NASPO MASTER AGREEMENT NO. 24823

https://s3-us-west-2.amazonaws.com/naspovaluepoint/1723649663_24823%20Applied%20Concepts%20Coop.%20Purchasing%20Agreement%20-%20signed.pdf

- a. **Services.** All services available through the NASPO Master Agreement No. 24823 may be offered and sold by Contractor to Purchasing Entities as it relates to the above listed categories.
- b. **Equipment Leasing.** Leasing is not permitted.
- c. **Equipment Trade-in Program.** All requests for equipment trade-ins shall be negotiated and approved by the Commonwealth Office of Technology (COT).
- d. **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 NASPO Master Agreement No. 24823 and in this Participating Addendum.

Any amendment to the NASPO Master Agreement No. 24823 shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto. The Commonwealth cannot procure goods/services included as part of an amendment until such amendment is added to the NASPO website.

Any conflict between this Participating Addendum and the NASPO Master Agreement No. 24823 will be resolved in favor of the Participating Addendum.

- VI. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Commonwealth Master Agreement Number, MA 758 2500000859 on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the NASPO Master Agreement No. 24823, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity. Orders that include additional terms and conditions or do not reference the Commonwealth Master Agreement Number, MA 758 2500000859 will not be accepted.
- VII. **PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts actually received by the Contractor during the quarter and is not applicable to the amounts ordered by customers but not paid yet. The administrative fee shall be paid in the form of a check Payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to one half percent (.5%) of the net sales (less any returns, credits, or adjustments) under this PA for the period. Fees shall be paid sixty (60) calendar days after the close of the quarter.

Contractor shall submit to Participating Entity a Sales Report documenting all Contractor's net sales made during the applicable reporting period and such submission, including any supplemental information submitted, is deemed a public record.

Quarterly Sales Reports shall be emailed to Melissa Hubbard, Commonwealth Buyer, at Melissa.Hubbard@ky.gov. The Sales Report shall be submitted no later than forty-five (45) days after the end of each calendar quarter, and the related administrative fee shall be remitted no later than sixty (60) calendar days after the end of each calendar quarter. The calendar quarters will end March

31, June 30, September 30, and December 31. The Sales Report will contain the following information:

- Complete and accurate details of all sales, credits, and the like for the reporting quarter;
- Purchasing Entity Foundation Account Name;
- Total of Net Sales; and
- If no sales were made to Participating Entity during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.

End of Quarter	Reporting Date	Pay Date
March 31st	May 15th	May 31st
June 30th	August 15th	August 31st
September 30th	November 15th	November 30th
December 31st	February 15th	February 28th (29)

Payment of Administrative Fee:

The Contractor shall timely remit Administrative Fees via check, including reference to this Participating Addendum, Commonwealth Master Agreement MA 758 2500000859, and mailed to the address below:

FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
 Melissa Hubbard, KCPM
 200 Mero St., 5th Floor
 Frankfort, KY 40622

VIII. 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.

IX. INFORMATION TECHNOLOGY SECURITY STANDARDS. The Contractor and any subcontractors, dealers, distributors, resellers, and other partners shall be required to adhere to applicable Commonwealth policies and standards.

[Commonwealth Office of Technology - Home - Commonwealth Office of Technology \(Kentucky\)](#)

X. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

William Titterington
sales@stalkerradar.com
 972-398-3780

For Participating Entity:

Melissa Hubbard, KCPM
 Statewide Procurement Analyst II
Melissa.Hubbard@ky.gov
 502-782-5336

Stephanie R. Williams, NIGP-CPP, CPPO,
CPPB, MPA
COT Contracting Officer
StephanieR.Williams@ky.gov
502-234-4898

XI. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

XII. INSURANCE REQUIREMENTS

*** Proof of all required insurances should be provided prior to award. ***

A Certificate of Insurance (COI) on an ACORD form is preferred.

The awarded vendor(s) shall be responsible for maintaining this coverage through the entire contract term:

1. Commercial General Liability Insurance in accordance with limits of liability of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate

The successful bidder shall furnish a Certificate of Insurance prior to award:

- A. The certificate holder listed as:
Finance and Administration Cabinet, DCM
Office of Procurement Services
200 Mero Street, 5th Floor
Frankfort, Kentucky 40622
- B. Endorsement of Additional Insured
 - Certificate of Insurance must contain the following language in the Description of Operations box, "The Commonwealth and its agents as an Additional Insured for the contract resulting from the solicitation. Additional insured protection afforded is on a primary and non-contributory basis."
 - A copy of the Endorsement of Additional Insured must be submitted with the Certificate of Insurance.
- C. Kentucky Department of Insurance and AM Best
 - The insurance coverage shall be in compliance with the laws of the Commonwealth of Kentucky and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky. A list of authorized companies can be found at <https://insurance.ky.gov/ppc/Company/Default.aspx>.
 - The insurer shall have an AM Best rating of B+ or higher. Visit www.ambest.com for verification. Failure to meet this requirement may result in the bid being deemed non-responsive.

D. Subcontractors

If the contract allows for Subcontractors and utilizes Subcontractors, prior to the commencement of any work by a Subcontractor.

- The Subcontractor must submit and maintain a Certificate of Insurance that meets or exceeds the insurance requirements defined in this contract or the Primary Contractor must submit a Certificate of Insurance identifying coverage on behalf of Subcontractor, with an Additional Insured Endorsement.
- OPS reserves the right to request copies of all Subcontractor's Certificate(s) of Insurance at any time.

All Certificates of Insurance must be signed by an authorized representative of the insurance agency. Proof of coverage on an Acord form is preferred. OPS reserves the right to request additional insurance documentation, if needed.

Failure to furnish said certificates or failure to maintain the required coverage throughout the life of the awarded contract shall be grounds for cancellation of the contract.

Automobile Liability Insurance

Automobile Liability Insurance required for delivery. If the items requested in this solicitation will be delivered by the awarded Contractor or Subcontractor, proof of Automobile Liability Insurance must be provided prior to award. ***If items will be delivered by common courier (USPS, FedEx, UPS, Old Dominion Freight Line, etc.), this requirement does not apply.***

Automobile Liability Insurance is also required for all on-site training, services, or events. If the Contractor or Subcontractor is required to drive on any Commonwealth property, Auto Liability Insurance is required.

Automobile Liability Insurance Requirements

The Contractor or Subcontractor must provide a certificate of insurance coverage for any vehicle used in performance of this contract, whether owned, non-owned, or hired, or other vehicles utilized by the Contractor or Subcontractor. Said policy of insurance to have a minimum limit of \$1,000,000.00 (must be at least 1,000,000.00) per occurrence combined single limit for bodily injury, including death, and property damage. This paragraph does not apply if the Contractor does not own, lease, or hire any automobiles to be used in connection with performance under any Contract resulting from this Solicitation.

Professional Liability Insurance

Professional Liability (Error & Omissions) Insurance. Professional Liability in accordance with a minimum limit of liability of \$1,000,000.00 per claim for damages arising out of negligent acts, errors, and/or omissions in the performance of services. The policy shall be endorsed to include a notice of cancellation or non-renewal/ mid-term cancellation as per KRS 304.20-320.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Applied Concepts, Inc. dba Stalker
Signature: 	Signature: 
Name: Jim Barnhart	Name: William H. Titterington
Title: Deputy CIO	Title: Contracts Manager
Date: 1-15-25	Date: 01.15.2025
Commonwealth of Kentucky Office of Procurement Services (OPS)	
Signature:  CC768E8FF7054B7...	
Name: Stacy Blank	
Title: Acting Executive Director	
Date: 1/16/2025	