

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Vendor ID 0000016926
Laser Technology Inc
6912 South Quentin Street
Centennial CO 80112
United States

Contract ID 0000000000000000000028013		Page 1 of 5
Contract Dates 10/30/2014 to 10/30/2017		Origin CPS
Description: CPS-RADAR,LIDAR PARTS & ACC		Contract Maximum \$9,999,990.00
Buyer Name Smith,Steven D	Buyer Phone 828-4681	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		LTI 20/20 TRUCAM	EA	5,495.00000	0.00	0.00
		<p>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. http://www.lasertech.com/TruCAM-Laser-Speed-Gun.aspx</p>				
2		LTI 20/20 TRUSPEED	EA	1,695.00000	0.00	0.00
		<p>The TruSpeed laser 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. http://www.lasertech.com/TruSpeed-Laser-Speed-Gun.aspx</p>				
3		LTI 20/20 TRUSPEED S	EA	1,395.00000	0.00	0.00
		<p>The TruSpeed S possesses 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. http://www.lasertech.com/TruSpeed-Laser-Speed-Gun.aspx</p>				
4		LTI TRUSPEED LR	EA	1,995.00000	0.00	0.00
		<p>The TruSpeed LR laser 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 3000ft range, is water resistant and has a laser jammer detect notification all powered by (2) C cell batteries. http://www.lasertech.com/TruSpeed-Laser-Speed-Gun.aspx</p>				
5		LTI 20/20 ULTRALYTE 100 LR	EA	2,995.00000	0.00	0.00
		<p>The Ultralyte 100 LR 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. http://www.lasertech.com/UltraLyte-Laser-Speed-Guns.aspx</p>				
6		LT 20/20 ULTRALYTE 200 LR	EA	3,495.00000	0.00	0.00
		<p>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. http://www.lasertech.com/UltraLyte-Laser-Speed-Guns.aspx</p>				
7		LTI 20/20 ULTRALYTE LR B	EA	2,595.00000	0.00	0.00
		<p>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. http://www.lasertech.com/UltraLyte-Laser-Speed-Guns.aspx</p>				

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8		PARTS FROM MANUFACTURER'S PARTS PRICE LIST. NO DISCOUNT	EA	0.01000	0.00	0.00
9		ACCESSORIES - PRICING: 15% DISCOUNT FROM MANUFACTURER'S ACCESSORIES PRICE LIST IN EFFECT AT TIME OF ORDER.	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS STATE OF VERMONT CONTRACT #28013 (THIS "CONTRACT") IS WRITTEN UNDER THE AUTHORITY GIVEN TO THE COMMISSIONER OF BUILDINGS AND GENERAL SERVICES IN 29 VSA, PARAGRAPH 903A TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS WITH OTHER STATES. THIS CONTRACT IS WRITTEN TO ALLOW THE STATE OF VERMONT ("STATE" OR "CUSTOMER") TO PARTICIPATE IN THE WESTERN STATES CONTRACTING ALLIANCE (WSCA) CONTRACT 01611. THE CONTRACT IS WRITTEN BASED ON THE REQUEST FOR PROPOSAL 01611 FOR POLICE RADAR, LIDAR, PARTS AND ACCESSORIES ISSUED AUGUST 10, 2011 BY THE STATE OF WASHINGTON ON BEHALF OF WSCA. THIS CONTRACT INCORPORATES THE STATE OF WASHINGTON CONTRACT 01611 AND ALL TERMS AND CONDITIONS THAT ARE NOT IN CONFLICT WITH THE STATE OF VERMONT CONTRACT #28013, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS AS THE RELATIONSHIP APPLIES AND ACTIVITIES APPLY TO THE STATE OF VERMONT.

ENTIRE CONTRACT: THE PARTICIPATING ADDENDUM, THE PRICE AGREEMENT, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS ARE HEREBY INCORPORATED INTO THIS CONTRACT. IF A CONFLICT EXISTS AMONG PROVISIONS WITHIN THE DOCUMENTS THAT FORM THIS CONTRACT, THE FOLLOWING ORDER OF PRECEDENCE WILL APPLY:

- (A) THIS CONTRACT #28013
 - (B) THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS;
 - (C) THE PARTICIPATING ADDENDUM
 - (D) THE STATE OF WASHINGTON MASTER PRICE AGREEMENT #01611, ATTACHED.
- THE STATE OF WASHINGTON MASTER PRICE AGREEMENT #01611 MAY BE AMENDED FROM TIME TO TIME BY THE CONTRACTOR AND THE STATE OF WASHINGTON.

SCOPE OF CONTRACT: TO PROVIDE POLICE RADAR, LIDAR, PARTS AND ACCESSORIES TO VARIOUS LAW ENFORCEMENT ENTITIES WITHIN VERMONT.

CONTRACT PERIOD: OCTOBER 30, 2014 - OCTOBER 30, 2015 WITH OPTION TO RENEW FOR 3 (THREE) ONE YEAR PERIODS UNDER MUTUAL AGREEMENT OF BOTH PARTIES.

DELIVERY:

10 DAYS ARO - STANDARD ORDERS

30 DAYS ARO - SPECIAL ORDERS

PAYMENT TERMS: NET 30 DAYS

01/13/2016 AMENDMENT #01 -

THE FOLLOWING CHANGES OCCURRED TO THIS CONTRACT AMENDMENT #01:

- 1). CONTRACT IS EXTENDED FOR A ONE YEAR PERIOD TO OCTOBER 30, 2016 AT THE SAME PRICES, TERMS AND CONDITIONS.
- 2). ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/0115 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME

THE FOLLOWING CHANGES OCCURRED TO THIS CONTRACT AMENDMENT #02:

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1). CONTRACT IS EXTENDED FOR A ONE YEAR PERIOD TO OCTOBER 30, 2017 WITH REVISION TO PRICES ON LINE ITEMS 1 & 3.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

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VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

VENDOR CONTACT INFORMATION:

CHERI MILLER
CONTRACT/BIDS COORDINATOR
PHONE: TOLL FREE - 1-877-696-2584
DIRECT: 1-303-649-1000, EXT 175
FAX: 800-280-6113 EXT 175
EMAIL: CMILLER@LASERTECH.COM
CONTRACTOR WEBSITE: WWW.LASERTECH.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@Vermont.gov

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED JULY 1, 2016 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT) .

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCS): CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____