

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Applied Concepts, Inc.
855 E Collins Blvd
Richardson, TX 75081

**SECOND AMENDMENT
TO
COOPERATIVE PURCHASING MASTER AGREEMENT NO. 00218
POLICE RADAR/LIDAR SPEED ENFORCEMENT & SPEED ADVISORY SYSTEMS, PARTS, AND ACCESSORIES**

This Second Amendment ("Amendment") to Cooperative Purchasing Master Agreement No. 00218 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Applied Concepts, Inc., a Texas Corporation ("Contractor") and is dated as of March 1, 2022.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Cooperative Purchasing Master Agreement No. 00218 for Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts, and Accessories dated effective as of February 20, 2019 ("Contract").
- B. The Parties previously amended Contract 00218.
 - a. Amendment One (1) included the following actions:
 - i. Extended the term through February 19, 2024, and
 - ii. Modified the Scope of the Contract to revise products and pricing.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **ECONOMIC PRICE ADJUSTMENT.** Contractor is granted a fifteen (15) percent price increase for all approved products in Exhibit A dated and effective March 1, 2022, posted on the NASPO ValuePoint webpage.
- 2. **PRICE ADJUSTMENT LANGUAGE.** *Section 3.3 Economic Adjustment* is deleted in its entirety and replaced with the following.
 - 2.1 Section 3.3 Economic Price Adjustment (EPA) Requests.** The prices set forth may be adjusted on an annual basis at the Contractor's request, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Price

Product Indices (PPI) at the time of the request. See below for Indices. Incidental charges (minimum order fee, shipping, express shipping, lift gate fee, etc.) are not eligible for an annual price adjustment based on PPI. Annual Economic Adjustment increases will not exceed 10%.

EPA Request Process. In order to begin the EPA process, the Contractor will submit their request in writing during the timeframe specified in this section. The Contractor must send the EPA request between November 15 and January 15 to be eligible for an EPA on the following March 1. Requests made on or after December 16 are subject to State approval and may be deemed an invalid request.

EPA Calculation Process. All calculations for the index shall be based upon the latest version of final data published as of October each year (preliminary data will not be used). Prices shall be adjusted on March 1, provided the Contractor successfully submits an EPA request. If an index is recoded, and the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, the State shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Current Period Index/Base Period Index).

PPI Name	Series ID
Metals and metal products	WPU10
Transportation of freight	WPU3012
Plastic resin and materials	WPU066

The PPI adjustment shall be weighted equally between the above three (3) indices.

3. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**APPLIED CONCEPTS, INC.,
A TEXAS CORPORATION**

By: 

Name: Jan Achilles

Title: Contracts Administrator

Date: 2/15/2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:  _____

Name: Nicholas Ioanna

Title: Procurement Supervisor

Date: 2.28.22 _____

00218-AMD2-AppliedConcepts-Signed 2.15.2022

Final Audit Report

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