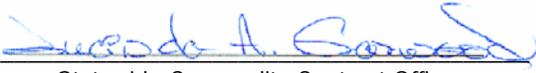


COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES AND SUPPLY
P.O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

CONTRACT RENEWAL

1. DATE June 18, 2008
2. COMMODITY NAME Traffic Radar, Equipment & Supplies
3. CONTRACT NUMBER..... E194-304-08
4. SUPERSEDES..... E194-304-1
5. CONTRACT PERIOD July 1, 2008 through June 30, 2009
6. AUTHORIZED USERS State Agencies and Other Public Bodies
7. CONTRACTOR'S eVA NUMBER C9112
8. CONTRACTOR..... Kustom Signals, Inc.
Attn: Hayden Knott
9325 Pflumm, Lenexa, KS 66215-3347
Tele: (800) 458-7866 Fax: (913) 492-1703 Email: hknott@kustomsignals.com
10. TERMS Net 30
11. DELIVERY 21 Days ARO
12. F.O.B..... Delivered
13. MINIMUM ORDER N/A
14. FOR FURTHER CONTRACT INFORMATION CONTACT:
Lucinda Garwood
Phone: (804) 786- 5412 Fax: (804) 786-0223 Email: Lucinda.garwood@dgs.virginia.gov
15. VIEW/PRINT THIS CONTRACT AND ANY CHANGES AT: www.eva.state.va.us
16. NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is mandatory for all State Agencies (unless otherwise indicated in item 6 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.
17. **Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

BY: 
Statewide Commodity Contract Officer

INSTRUCTIONS

1. ORDERS:
 - A. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items/services through eVA.
 - B. If this contract is authorized for use by localities, Virginia cities, counties, towns and political subdivisions, orders will be placed through eVA to the maximum extent possible.
2. The applicable contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
3. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
4. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (786-8873).
5. Renewals. **Three (3) renewals remain.**
6. Price Adjustments. During the current term of the contract, price escalation may be allowed every 365 days, if justified. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. The contractor is required to pass on any price reductions immediately. **IMPORTANT!** All price increases must be approved by the contract officer. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.
7. Repairs. Repaired equipment shall be returned to the sending agency or public body within 10 calendar days from the date Kustom Signals, Inc. receives the equipment needing repair.

GENERAL INFORMATION

I. APPLICABLE REFERENCES

- A. Traffic radar units **shall** conform to the current edition of the National Highway Traffic Safety Administration (NHTSA) technical report entitled "Model Minimum Performance Specifications for Police Traffic Radar Devices". Type III K-Band stationary mode, Type IV K-Band stationary and moving modes **shall** operate on a frequency of 24.050 to 24.250GHz, except as otherwise approved by the Division of Purchases and Supply (DPS). Type VI Ka-Band stationary and moving modes **shall** operate on a frequency of 33.400 to 36.000GHz.
- B. Traffic radar transmitter devices **shall** have type acceptance approval from the Federal Communications Commission. A copy of the current approval shall be provided and maintained on file at DPS.

I. RADAR GENERAL REQUIREMENTS

A. PRODUCT RELIABILITY

Traffic radar units **shall** be designed to have an average life expectancy of at least 10 years under normal use. Parts **shall** be available for at least 5 years following the Manufacturer's discontinuance of the traffic radar unit.

1. Traffic radar units **shall** be listed on the Consumer Products List (CPL) for Police Traffic Radar Speed Measuring Devices as published by the International Association of Chiefs of Police (IACP) for compliance with the NHTSA technical report.
2. The Manufacturer **shall** have the traffic radar unit tested by a NIST recognized third party testing organization, such as the Department of Electrical Engineering at Michigan State University, for compliance with these specifications. A current certified test report (i.e. within the immediate past 12 months) **shall** be submitted upon request by DPS.
3. Traffic radar units provided to law enforcement authorities in the Commonwealth of Virginia **shall** also be factory certified as conforming to this specification with test procedures that conform to the National Institute for Standards and Technology (NIST) for FCC type acceptance. Manufacturer's certification affidavits **shall** be provided with each delivered traffic radar unit.

B. TUNING FORKS

Contractor **shall** furnish two separate tuning forks with each moving and stationary mode unit in the approximate range of 35 mph and the approximate range of 65 mph. The Contractor **shall** also furnish at least one tuning fork with each handheld stationary only mode unit in the approximate range of 35, 50 or 75mph. Tuning forks **shall** have factory certification as to accuracy and frequency. Tuning forks **shall** have a protective pouch type cover. Tuning forks **shall** be accurate to within ± 1 mph of the calibration frequency. Tuning forks **shall** be individually labeled with I.D. serial number, radar band, frequency and corresponding MPH. Each law enforcement authority in the Commonwealth of Virginia is responsible for ensuring that the frequency of the tuning forks **shall** be recalibrated at least once every six months by either the Manufacturer's qualified laboratory, by the Division of Consolidated Laboratory Services (DCLS), or other laboratories certified by DCLS.

III. WARRANTY AND SERVICE

The Contractor **shall** fully warrant all products to be free of defects in materials and workmanship for a minimum period of TWO YEARS from the date of delivery to the ordering Agency or Public Body. This warranty **shall** cover all parts and labor. All shipping charges (both ways) **shall** be at the expense of the Contractor for the first 90 days after delivery to the ordering Agency or Public Body. Thereafter, shipping charges from the Agency or Public Body to the Contractor will be at the expense of the Agency or Public Body. Return shipping charges from the Contractor to the Agency or Public Body **shall** be at the sole expense of the Contractor.

IV. OPERATING INSTRUCTIONS AND SPECIFICATION (SERVICE REPAIR) MANUAL

The Contractor **shall** furnish a complete set of operating instructions and a copy of all warranties with each unit. When requested by the Department of State Police or the Division of Purchases and Supply, the Contractor **shall** furnish service and repair manuals with complete technical specifications, schematic diagrams, parts list, and troubleshooting guide at no additional charge.

V. TRAINING OF USERS

A. FAMILIARIZATION TRAINING

The Contractor **shall** provide, at no additional cost, familiarization training courses (two-hour minimum per course) at the User's location in the proper operation of the traffic radar model purchased, at a reasonable time and place to be mutually agreed upon with the User. The familiarization-training courses will be on a "as needed" basis.

B. REFRESHER COURSE AND FOLLOW-UP

After the familiarization training course, the Contractor **shall** provide follow-up service, at no additional cost, within 60 to 120 calendar days to each ordering agency in order to detect and correct any possible improper use or misunderstanding of the radar unit. Any such follow-up and refresher course **shall** be mutually agreed upon between the Contractor and the User.

C. TRAINING OF QUALIFIED INSTRUCTORS

The Contractor **shall** provide familiarization training for new equipment to qualified instructors and to instructor training schools at the request of the Department of Criminal Justice Services and/or DGS/DPS. Such training **shall** be at no additional charge.

D. EXPERT TESTIMONY

The Contractor **shall** provide expert testimony by the appropriate qualified personnel at the request of the ordering Agency. Such testimony **shall** be at no additional charge.

TRAFFIC RADAR, EQUIPMENT AND SUPPLIES

LINE # 001

DESCRIPTION:

Traffic Radar, Kustom Signals Eagle II. Price includes all items required for normal operation; tuning forks, carrying case, spare battery pack, mounts and chargers.

Unit: Each

Unit Price: \$1250.00

LINE # 002

DESCRIPTION:

Traffic Radar, Kustom Signals Eagle Plus II. Price includes all items required for normal operation; tuning forks, carrying case, spare battery pack, mounts and chargers.

Unit: Each

Unit Price: \$1325.00

LINE # 003

DESCRIPTION:

Traffic Radar, Kustom Signals Eagle Plus II. Price includes all items required for normal operation; tuning forks, carrying case, spare battery pack, mounts and chargers.

Unit: Each

Unit Price: \$1425.00

LINE # 004

DESCRIPTION:

Traffic Radar, Kustom Signals Directional Golden Eagle II. Price includes all items required for normal operation; tuning forks, carrying case, spare battery pack, mounts and chargers.

Unit: Each

Unit Price: \$1795.00

LINE # 005

DESCRIPTION:

Traffic Radar, Kustom Signals Falcon. Price includes all items required for normal operation; tuning forks, carrying case, spare battery pack, mounts and chargers.

Unit: Each

Unit Price: \$808.00

LINE # 006

DESCRIPTION:

Traffic Radar, Kustom Signals HR - 12. Price includes all items required for normal operation; tuning forks, carrying case, spare battery pack, mounts and chargers.

Unit: Each

Unit Price: \$1262.00

LINE # 007

DESCRIPTION:

Traffic Radar, Kustom Signals Pro – 1000 (DS). Price includes all items required for normal operation; tuning forks, carrying case, spare battery pack, mounts and chargers.

Unit: Each

Unit Price: \$853.00

LINE # 008

DESCRIPTION:

Traffic Radar, Kustom Signals Talon II. Price includes all items required for normal operation; tuning forks, carrying case, spare battery pack, mounts and chargers.

Unit: Each

Unit Price: \$1095.00

LINE # 009

DESCRIPTION:

Traffic Radar, Kustom Signals Directional Talon. Price includes all items required for normal operation; tuning forks, carrying case, spare battery pack, mounts and chargers.

Unit: Each

Unit Price: \$1550.00