

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

CONTRACT RENEWAL

1. DATE25 June 2009
2. COMMODITY NAMETraffic Radar, Equipment & Supplies
3. CONTRACT NUMBER.....E194-306-09
4. SUPERSEDES.....E194-306-08
5. CONTRACT PERIOD 1 July 2009 through 30 June 2010
6. AUTHORIZED USERS State Agencies and Other Public Bodies
7. CONTRACTOR'S eVA NUMBER E4839
8. CONTRACTOR..... MPH Industries, Inc.
Attn: John Broxon
316 East 9th Street, Owensboro, Kentucky 42303
Tele: (888) 689-9222 Fax: (270) 68562882 Email: jhbroxon@mphindustries.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.** **Two (2) renewals remain.** The decision as to whether to exercise the next renewal option will be made by the contract officer approximately four to six months in advance of the expiration date of the current term.
 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 MPH Industries, 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.

PRICING SHEETS

Master Agreement – E194-306-09
Vendor - MPH Industries, Inc.

COMMODITY INFORMATION

DESCRIPTION: SURVEILLANCE AND COUNTER SURVEILLANCE EQUIPMENT AND SUPPLIES.

Line Item #: 1
Commodity #: 68087

Extended Description: Traffic Radar, MPH Industries BEE III. Price to include all items required for normal operation, tuning forks, carrying case, spare battery pack, mounts and chargers.

Unit: Each
Unit Price: \$1,940.00

Line Item #: 2
Commodity #: 68087

Extended Description: Traffic Radar, MPH Industries Python Series III. Price to include all items required for normal operation, tuning forks, carrying case, spare battery pack, mounts and chargers.

Unit: Each
Unit Price: \$1,240.00

Line Item #: 3
Commodity #: 68087

Extended Description: Traffic Radar, MPH Industries Python III. Price to include all items required for normal operation, tuning forks, carrying case, spare battery pack, mounts and chargers.

Unit: Each
Unit Price: \$1,040.00

Line Item #: 4
Commodity #: 68087

Extended Description: Traffic Radar, MPH Industries Speedgun. Price to include all items required for normal operation, tuning forks, carrying case, spare battery pack, mounts and chargers.

Unit: Each
Unit Price: \$1,374.00

PRICING SHEETS - continued

Line Item #: 5
Commodity #: 68087

Extended Description: Traffic Radar, MPH Industries Z-15. Price to include all items required for normal operation, tuning forks, carrying case, spare battery pack, mounts and chargers.

Unit: Each
Unit Price: \$849.00

Line Item #: 6
Commodity #: 68087

Extended Description: Traffic Radar, MPH Industries Z-25. Price to include all items required for normal operation, tuning forks, carrying case, spare battery pack, mounts and chargers.

Unit: Each
Unit Price: \$1,049.00

Line Item #: 7
Commodity #: 68087

Extended Description: Traffic Radar, MPH Industries Z-35. Price to include all items required for normal operation, tuning forks, carrying case, spare battery pack, mounts and chargers.

Unit: Each
Unit Price: \$1,226.00

Line Item #: 8
Commodity #: 68087

Extended Description: Traffic Radar, MPH Industries Enforcer. Price includes all items required for normal operation, tuning forks, carrying case, spare battery pack, mounts and chargers.

Unit: Each
Unit Price: \$1,394.00

Line Item #: 9
Commodity #: 68087

Extended Description: Laser Atlanta Model SpeedLaser B, Package 1B00-PEAW. Price includes all items required for normal operation, tuning forks, mounts and chargers, plus carrying case, internal battery, 110 V charger and 2 year warranty

Unit: Each
Unit Price: \$2,410.00

Line Item #: 10

Commodity #: 68087

Extended Description: Laser Atlanta Model SpeedLaser R, Package 1R00-PEAW, includes all items required for normal operation, plus carrying case, battery handle, 12 V DC power cord, 110 V charger, and 2 year warranty.

Unit: Each

Unit Price: \$3,160.00

Line Item #: 11

Commodity #: 68087

Extended Description: Laser Atlanta Model SpeedLaser S, Package 1S00-PEAW, includes all items required for each normal operation, carrying case, battery handle, 12 V DC power cord, 110 V charger, and 2 year warranty.

Unit: Each

Unit Price: \$2,960.00

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected. a.) eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding. b.) eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

eVA BUSINESS-TO-GOVERNMENT CONTRACTS & ORDERS: The contract will result in () eVA purchase order(s) with the 1% eVA transaction fee capped at \$500 per order. The eVA transaction fee will be assessed approx. 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders. eVA the Internet electronic procurement solution, web site portal streamlines & automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies & public bodies. Vendors desiring to provide goods &/or services to the Commonwealth shall participate in the eVA Internet e procurement solution & agree to comply with the following: If this solicitation is for a term contract, failure to comply with the requirements in a. & b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. a.) Submit a fully executed AMS Trading Partner Agreement, which can be downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement & host the eVA e-procurement solution. b.) Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be downloaded from www.eva.state.va.us. Contractors should e-mail Catalog or Index Page to eva-catalog-manager@dgs.virginia.gov.

NEW PRODUCTS: Unless otherwise expressly stated in this solicitation, all equipment furnished under the contract shall be new, unused equipment. All software provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

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.

PURCHASE VOLUME REPORT: The Contractor shall furnish the Division of Purchases and Supply reports of the total dollar volume of purchases made under this contract and the total number of each contract item ordered under this contract in accordance with the following schedule: For contracts of one year, the Contractor shall furnish a report listing the purchases made in the first nine months of the contract.

ORDERING OPTION: For orders of ten (10) or more traffic radar units with delivery to the same agency, the Commonwealth reserves the right to issue separate solicitations for such units.

PRICE ESCALATION/DEESCALATION: Price adjustments may be permitted only for changes in the Contractor's cost of materials not to exceed the increase in the following index/indices: Producer's Price Index, Table 5, Product Code 3669-213. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

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.

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.

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.

DELIVERY POINT: Except when otherwise specified herein, all items shall be F.O.B. Delivered to any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 11-37 of the Virginia Public Procurement Act.

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.

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.

QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.

PRICE ESCALATION/DEESCALATION: Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

CATALOGS: Upon request, the contractor shall furnish catalogs and price lists for items awarded directly to using agencies.

PRODUCT AVAILABILITY: Substitution of a product, brand or manufacturer after award of contract is expressly prohibited unless approved in writing by the Division of Purchases and Supply. The Commonwealth may, at its discretion, require the contractor to provide a substitute item of equal quality, subject to the approval by the Commonwealth, for the same price, if the product for which the contract was awarded becomes unavailable to the contractor.

OPERATIONAL COMPONENTS: Unless otherwise requested in the solicitation, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site.

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for two (2) successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

REPAIR PARTS: In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the Commonwealth.