



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
 to
 Contract Number **21000000352**

CONTRACTOR	Kustom Signals, Inc.
	10901 W. 84th Terrace , Suite 100
	Lenexa, KS 66219
	Jim Lidquist
	913-428-3283
	jilidquist@kustomsignals.com
CV0051118	

STATE	Program Manager	Various	MULTI
	Contract Administrator	Nichole Harrell	DTMB
		517-449-9245	
		harrelln@michigan.gov	

CONTRACT SUMMARY

RADAR AND LIDAR SPEED MEASUREMENT EQUIPMENT - MICHIGAN STATE POLICE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 20, 2021	January 19, 2024	2 - 1 Year	January 19, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
		30 Calendar Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

No Minimum Order requirements.

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One Year	<input checked="" type="checkbox"/>		January 19, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$249,999.00	\$150,000.00	\$399,999.00		

DESCRIPTION

Effective November 7, 2023, this Contract is amended as follows:

- This Contract is exercising the first available one-year option and is increased by \$150,000.00 for Michigan State Police (MSP) use. The revised contract expiration date is January 19, 2025.
- The Program Manager for MSP is updated to the following:

Andrew Richards 7150 Harris Drive Dimondale, MI 48821 RichardsA4@michigan.gov 517-420-2560	Jeff Bedell 7150 Harris Drive Dimondale, MI 48821 BedellJ1@michigan.gov 517-599-1908
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All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, and DTMB

Procurement approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MSP	Andrew Richards	517-420-2560	RichardsA4@michigan.gov
MSP	Jeffrey Bedell	517-599-1908	BedellJ1@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
 to
 Contract Number **21000000352**

CONTRACTOR	Kustom Signals, Inc.
	10901 W 84th Terrace, Suite 100
	Lenexa, KS 66219
	Jim Lindquist
	913-428-3283
	jlindquist@kustomsignals.com
	CV0051118

STATE	Program Manager	Various	MULTI
	Contract Administrator	Nichole Harrell 517-636-0313 harrelln@michigan.gov	DTMB

CONTRACT SUMMARY

RADAR AND LIDAR SPEED MEASUREMENT EQUIPMENT - MICHIGAN STATE POLICE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 20, 2021	January 19, 2024	2 - 1 Year	January 19, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME
	30 Calendar Days ARO

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
 No Minimum Order requirements.

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$200,000.00	\$49,999.00	\$249,999.00		

DESCRIPTION

Effective June 7, 2023, this Contract is increased by \$49,999.00 for Michigan State Police use.

Contractor Program Manager has been updated to the following:

Jim Lindquist
 Jlindquist@kustomsignals.com
 10901 W 84th Terrace, Suite 100
 Lenexa, KS 66214
 913-428-3283

All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, and DTMB Procurement approval.



STATE OF MICHIGAN PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **210000000352**
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	Kustom Signals Inc.
	9652 Loiret Blvd.
	Lenexa, KS 66219
	Rod Smith
	913-302-8487
	rsmith@kustomsignals.com
	CV005118

STATE	Program Manager		Multi
	Contract Administrator	Sue Cieciva (517) 249-0458 cieciwas@michigan.gov	DTMB

CONTRACT SUMMARY			
DESCRIPTION: RADAR AND LIDAR SPEED MEASUREMENT EQUIPMENT – MICHIGAN STATE POLICE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 20, 2021	January 19, 2024	2 – 1 Year	January 19, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
2% 10 Days		30 Calendar Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
No Minimum Order Requirement.			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$200,000.00

FOR THE CONTRACTOR:

Kustom Signals Inc.

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

DTMB Central Procurement Services
Agency

Date

Contract Number: 210000000352

**Program Managers
for
Multi-Agency & Statewide Contracts**

	AGENCY	NAME	PHONE	EMAIL
1	MSP	Sgt. Roger Hunt	989-818-2225	HuntR4@michigan.gov
2	MSP	F/Lt. Steve Temelko	517-206-7379	TemelkoS@michigan.gov



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Kustom Signals, Inc. (“**Contractor**”), a Kansas Corporation. This Contract is effective on January 20, 2021 (“**Effective Date**”), and unless terminated, expires on January 19, 2024.

This Contract may be renewed for up to two additional one year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever contacting the State.

- Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State: Sue Cieciva DTMB, Central Procurement Services 525 West Allegan Street Lansing, MI 48913 Email: ciecivas@michigan.gov Phone: 517-249-0458	If to Contractor: Rod Smith Kustom Signals Inc. 9652 Loiret Blvd. Lenexa, KS 66219 Email: info@kustomsignals.com rsmith@kustomsignals.com Phone: 913-302-8487
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- Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
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Sue Cieciva DTMB, Central Procurement Services 525 West Allegan Street Lansing, MI 48913 Email: ciecivas@michigan.gov Phone: 517-249-0458	Rod Smith Kustom Signals Inc. 9652 Loiret Blvd. Lenexa, KS 66219 Email: info@kustomsignals.com rsmith@kustomsignals.com Phone: 913-302-8487
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4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State: Sgt. Roger Hunt Michigan State Police 7150 Harris Drive Dimondale, MI 48821 Email: HuntR4@michigan.gov Phone: 989-818-2225	Contractor: Rod Smith Kustom Signals Inc. 9652 Loiret Blvd. Lenexa, KS 66219 Email: info@kustomsignals.com rsmith@kustomsignals.com Phone: 913-302-8487
State: F/Lt. Steve Temelko Michigan State Police 7150 Harris Drive Dimondale, MI 48821 Email: TemelkoS@michigan.gov Phone: 517-206-7379	

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (i) protect the State from claims that may arise out of, are alleged to arise out of, or otherwise result from Contractor's or a subcontractor's performance; (ii) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (iii) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Automobile Liability Insurance	
If a motor vehicle is used in the performance of the Contract, Contractor must maintain motor vehicle liability coverage for bodily injury and property damage, as required by law, for the term of the Contract.	
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease	



\$500,000 Aggregate Disease.

If any required policies provide claims-made coverage, the Contractor must: (i) provide coverage with a retroactive date before the Effective date of the Contract or the beginning of Contract Activities; (ii) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (iii) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective date of this Contract, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (i) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (ii) require that subcontractors maintain the required insurances contained in this Section; (iii) notify the Contract Administrator within five (5) business days if any policy is cancelled; and (iv) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

- 7. Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract for transactions with MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 8. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

Upon written agreement between the State and Contractor, this contract may also be extended to other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. **I**
- 10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 11. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.



12. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own



property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.



- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).
- The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.
- The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.
- Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.
- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 28. Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 29. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract,



including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved.**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. **Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must



return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. **Reserved.**

34. **Reserved.**

35. **Reserved.**

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

40. **Reserved.**

41. **Reserved.**



- 42. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 43. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 44. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 45. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 46. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 47. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party decides that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
- 48. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
- 49. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 50. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Specifications
Federal Provisions Addendum	
Exhibit 1	Byrd Anti-Lobbying Certification



51. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
52. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
53. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
54. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
55. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.



Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from



inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement



If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549 \(51 FR 6370; February 21, 1986\)](#) and [12689 \(54 FR 34131; August 18, 1989\)](#), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).



- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- (1) Access to Records. The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making



audits, examinations, excerpts, and transcriptions.

- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

(3) DHS Seal, Logo, And Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

(6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.



Exhibit 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Kustom Signals Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



STATE OF MICHIGAN

Radar and Lidar Speed Measurement Equipment

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

This Contract is for radar and lidar speed measurement equipment, parts and accessories, service, warranty, and extended warranty. This is a multiple-vendor contract award.

The State reserves the right to modify Contract items to meet the State of Michigan's needs as well as MiDEAL, other states or their political subdivisions.

BACKGROUND

Traffic radar/lidar measure the speed of vehicles operating on the roadways of Michigan. In Michigan, 33% of vehicle crashes are related to speed. These devices are used to enforce the speed limit in the State of Michigan. This enforcement reduces traffic crashes, injury, death, and property damage.

SCOPE

This Contract is for the purchase of Radar and Lidar speed measurement devices for the State of Michigan law enforcement personnel. This Contract also includes service, warranty, extended warranty, parts, and accessories.

REQUIREMENTS

1. General Requirements

1.1. Product Specifications

The Contractor must provide the following Deliverable(s):

Definite specifications - All Deliverable(s) must conform to the specifications.

All speed measurement devices must meet the following specifications, as specified in **Schedule C**:

- Performance Specifications for Speed-Measurement Equipment
- Standard for the Procurement of Speed-Measurement Equipment
- Only speed measurement devices that appear on the National Highway Traffic Safety Administration (NHTSA) Conforming Product List (CPL), for Radar and Lidar Devices, must be considered for purchase and use in Michigan under this Contract.
- It must be the manufacturer's responsibility to maintain an active certification of equipment on the NHTSA CPL, throughout the Contract period without lapse in effective dates. Failure to maintain an active certification may be cause for the State of Michigan to hold the Contractor in default.

Equipment must be new, unused and in original unopened packaging.

Minimum Product Service Life.

All radar and lidar speed measurement equipment must have a minimum product service life of five (5) years from date of receipt by the Agency. Contractor guarantees replacement parts availability to the Agency for such minimum product service life. Contractor must stock or have immediate access to replacement parts.

Product Information

The Contractor must provide descriptive literature to any agency on a direct basis, as requested.

The Contractor must provide the Agency, at no charge, operating manuals, installation manuals, and service manuals pertaining to the Radar and Lidar speed measurement equipment.



1.2. Warranties

The Contractor must provide a manufacturer's warranty on all radar and lidar speed measurement equipment.

Minimum Warranty

All speed measurement devices, antennas, associated mounting brackets, connecting cables, and weather protective covering, and construction must be fully warranted against all defects in design, materials and/or workmanship for a minimum of three (3) years. Warranty period specified must begin when speed measurement equipment is delivered and accepted following inspection by the Agency. All parts and labor are to be furnished by the manufacturer. Extended warranties for years 4 and 5 are available and charges are specified in Schedule B Pricing.

During the warranty period, any warranty replacement or repair including the cost to install replacement parts and the shipping and handling costs to and from the manufacturer's repair facility must be paid by the Contractor and will be at no cost to the Agency.

When requesting warranty service, the first step is for the Agency to contact TSS (800-835-0156 Option 1; Option 4 or email speedtss@kustomsignals.com). From there, the agency will be walked through the process for repairs or replacement if the issue cannot be resolved remotely. The Contractor will be the sole provider of service under this Contract.

Out of Warranty Options

In the event the unit is out of warranty, the Contractor's out of warranty/service charges are \$85.00/hour.

1.3. Recall Requirements and Procedures

The Contractor must notify the State's Contract Administrator and Program Manager via email and phone call or message within one (1) business day of any recall or safety notices relating to any and all speed measurement equipment and components purchased under the Contract. In addition, this notice must be received in writing within three (3) business days, as specified in Section 2. Notices of the Standard Contract Terms of this Contract.

In addition, the Contractor will issue a Service Bulletin in the event of recalls, technical bulletins, bug fixes or failures, system upgrades or other issues that may impact an Agency. The Service Bulletin is emailed to the Agency Program Manager and will provide the necessary detail outlining what action (correction or otherwise) is needed. If the Contractor does not receive a confirmation response, the Contractor's service team will call the Agency Program Manager directly to discuss the announcement.

The Contractor is responsible for picking up and replacing or issuing credit for all products that are subject to recall at no additional charge to the Agency.

1.4. Quality Assurance Program

The Contractor must maintain a quality control system consistent with industry practices and standards.

1.5. Incentives

The Contractor may offer special pricing to an agency that requires a large quantity of a product. The agency should contact the Contractor to obtain special pricing in the event of any large quantity requirements. In addition, the Contractor offers special incentives and trade-in promotions from time to time and the Agency Program Managers will be immediately notified of these offers via email.

1.6 Quantity

The State is not obligated to purchase in any specific quantity.

2. Service Levels

2.1. Time Frames

All Contract Activities must be delivered within 30 calendar days from receipt of order. The receipt of order date is pursuant to the Notices section of the Standard Contract Terms.

2.2. Delivery

Delivery will be expected within 30 calendar days upon date of order. Delivery location will be specified on the Delivery Order (DO).



2.3. Technical Support and Repairs

If the Agency requires technical support, Agency staff will first trouble shoot the issue. If the Agency staff is unable to resolve the issue, the Agency will contact the Contractor to provide technical support within 24 hours of the initial call. If the Contractor determines that a repair is necessary, the Contractor will confirm if the unit is covered under warranty or is out of warranty. All repairs will be sent directly to the Contractor for service.

If an Agency encounters an issue with the Contractor's product, they should begin by contacting the Contractor's Technical Support Team for product troubleshooting (call 800-835-0156 and select option 1, then option 4).

If it is determined by the Contractor's Technical Support Team that the product needs to be sent to the Contractor's Factory Service Center for further assessment, the following Return Merchandise Authorization (RMA) procedure should be followed:

Website Procedure:

1. Go to Contractor's website: www.kustomsignals.com
2. Click on the Service & Support Tab
3. Click on the Returns and Repairs link
4. Click the "Yes" button for contacting the Technical Service & Support Team (if you have not called, please call at this time)
5. Click on the "United States" button
6. Fill out the RMA form (under Reason for Return/Note, please be specific)
7. Click on Submit
8. Review your entry
9. Click on Submit
10. Click Accept

You will receive an RMA number and a printable UPS label. A confirmation email will be sent to you.

2.4. Maintenance

On-site maintenance must be performed by Contractor's Field Service Technicians according to the recommended manufacturer maintenance schedule, when determined necessary..

2.5. Training

The Contractor must provide the following training to Agencies under this Contract.

The Contractor offers online/on demand training for most of their speed enforcement products. Additional training, if required, will be provided either remotely or on-site by the Contractor's Regional Sales Manager.

2.6. Reporting

The Contractor must compile and submit on a quarterly basis an itemized purchasing activity report containing the following information:

- Manufacturer
- Date certified
- Model of device
- Serial number
- Agency to which the device was shipped
- Name of person that certified the device
- State of Michigan Contract Number applicable to the sale of the unit

Reports are to be submitted via email to the Agency Program Managers and to the Contract Administrator. Reports must be in an Excel spreadsheet format. The Contractor must submit the quarterly report within 10 days from the last day of every quarter. Quarters begin on January 1, April 1, July 1, and October 1. Within 30 days of the Contract Effective Date, the Contractor will submit a final report format to the Agency Program Managers for final approval.

The State and/or Program Managers reserves the right to request additional reports, which must be at no charge.



2.7. Meetings

The State may request meetings as it deems appropriate, which must be at no charge.

3. Staffing

3.1. Contractor Representative

The Contractor must appoint one or more knowledgeable individuals, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the “Contractor Representative”).

Contractor Representative
Sonya Schoneman
Phone: 800-458-7866 ext. 3117
Email: sschoneman@kustomsignals.com

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Representative.

3.2. Key Personnel

The Contractor must appoint three individuals (Regional Sales Manager, Account Manager and Customer Service Manager) who will be directly responsible for the day to day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

Customer Service Manager
Kevin Unrein
Phone: 620-431-2700 ext. 2401
Email: kunrein@kustomsignals.com

Account Manager
Sonya Schoneman
Phone: 800-458-7866 ext. 3117
Email: sschoneman@kustomsignals.com

Regional Sales Manager
Jeff Williams
Phone: 913-961-6482
Email: jwilliams@kustomsignals.com or sales@kustomsignals.com

The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor’s control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30-calendar day training period for replacement personnel.

3.3. Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

Customer Service

Toll free number: 800-835-0156, Option 1, Option 3 or cs@kustomsignals.com
8:00 a.m. – 5:00 pm ET

3.4. Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST.

Technical Support, Repairs and Maintenance

Toll free number: 800-835-0156, Option 1, Option 4 or speedtss@kustomsignals.com
8:00 a.m. – 5:00 pm ET



3.5. Disclosure of Subcontractors

The Contractor does not intend to utilize subcontractors to fulfill the requirements of this Contract. However, if during the Contract term the Contractor utilizes any subcontractors, the Contractor must provide prior written notice of all of the following:

Legal Business Name of Subcontractor:	
Address of Subcontractor:	
Telephone Number of Subcontractor:	
Description of Subcontractor's organization and services Subcontractor will provide	
Information supporting Subcontractor's ability to provide the Contract Activities	
Relationship of Subcontractor to the Contractor	
Whether Contractor has a previous working experience with the Subcontractor. If yes, provide the details of that previous relationship	
Complete description of Contract Activities that will be performed or provided by the Subcontractor	

3.6. Security

The Contractor will be subject the following security procedures: All personnel accessing criminal justice information systems or facilities are required to pass a fingerprint-based background check performed by the Michigan State Police. Any criminal convictions may result in the Contractor being refused access to the facility.

The Contractor must explain any additional security measures in place to ensure the security of State facilities.

The Contractor's staff may be required to make deliveries to or enter State facilities. The Contractor must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks. The State may require the Contractor's personnel to wear State issued identification badges.

4. Pricing

4.1. Price Term

Pricing provided in Schedule B, Pricing is firm for the Contract.

4.2. Price Changes

After the initial Contract Term, adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

5. Ordering

5.1. Authorizing Document



The appropriate authorizing document for the Contract will be a Delivery Order.

5.2 Order Verification

The Contractor must have internal controls, approved by Central Procurement Services, to verify abnormal orders and to ensure that only authorized individuals place orders and that non-State public entities are current MiDEAL members www.michigan.gov/mideal.

5.3 Minimum Order

There is no minimum order requirement.

6. Delivery

6.1. Delivery Programs

The Contractor will utilize standard United Parcel Services (UPS) as the transportation method for delivery.. .

6.2. Packaging and Palletizing

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.

7. Acceptance

7.1. Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:

All items received must meet specifications specified in Section 1.1 and Schedule C, Specifications. Any items that do not conform to specifications will be rejected and will be returned to the Contractor at the Contractor's expense.

7.2. Final Acceptance

The State will use the following criteria to determine acceptance of Deliverable(s):

- 1) Speed measurement devices must be shipped to the locations as requested in Delivery Order(s)
- 2) Each order placed must be delivered in the quantities ordered and within the timeframe outlined in the Contract
- 3) The Program Manager, or their designee, will approve acceptance of goods upon delivery

8. Invoice and Payment

8.1. Invoice Requirements

All invoices submitted to the State must include:

- (a) Date
- (b) Invoice Number
- (c) Master Agreement Number
- (d) Delivery Order
- (e) Quantity
- (f) Description of the Product (including serial number and model number) and services
- (g) Unit Price
- (h) Shipping cost (if any)
- (i) Total Price
- (j) Billing Address
- (k) Shipping Address

Only properly submitted invoices will be officially processed for payment.

8.2. Payment Methods

The State will make payment for Contract Activities via Electronic Funds Transfer (EFT).

9. Project Plan

The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor will submit a project plan to the Program Manager for final approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

10. Licensing Agreement



There are no licensing agreements applicable to any of the radar or lidar speed measurement equipment specified in Schedule B Pricing of this Contract. The Contractor must provide a copy of any applicable licensing agreement, if applicable during the Contract term.

11. Additional Requirements

11.1. Environmental and Energy Efficient Products

The Contractor must identify any energy efficient, bio-based, or otherwise environmental-friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States department of agriculture certified bio-based product label.

The Contractor has made the following changes for their sustainability efforts as they continue to find ways to be environmentally friendly:

- The packaging “kit” used when shipping product is made with 30% recycled materials and is 100% recyclable, and the bubble material used as void fill in the miscellaneous parts compartment of the package can also be recycled.
- Contractor uses smart power strips that will turn off peripheral equipment when the primary device is turned off. For example, when you shut down the computer connected to a smart power strip, the connected monitor and printer will be turned off, too, helping you to save energy without having to rely on employees having to remember to turn everything off.
- Sleep mode is enabled for a majority of their office space. If movement subsides for a period of 15 minutes, the lights turn off until activity resumes.
- Thermostats are set to heat and cool during business hours and are offset outside of those hours.
- Contractor’s printers are set to print on both sides of the paper as a default.
- All fluorescent lights are being upgrade to energy efficient lights, especially LEDs. The overhead fluorescent lights that remain are used with green fluorescent bulbs.
- Contractor has reusable plates, cups and utensils available for employee use.
- Contractor participates in metal recycling programs as well as PCBA (Printed Circuit Board Assembly) recycling programs.

11.2. Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under this Contract.

11.3. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

11.4. Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.



SCHEDULE B PRICING

Radar and Lidar Speed Measurement Equipment

1. The pricing schedule for the Contract Activities is listed below.
2. Prices include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. Prices are firm for the entire length of the Contract.

Kustom Signals Inc. Contract No. 21000000352
Radar and Lidar Speed Measurement Equipment
Schedule B - Pricing

Radar and Lidar:

Radar Speed Measurement Devices; In Car, Three (3) Window Display, Multi-Piece, Moving and Stationary Modes, Opposite Direction, Same Direction, per Schedule C, Specifications.

Item No.	Unit	Radar Description	Manufacturer	Model	Band	Unit Price
1	Each	Directional Golden Eagle II, single antenna, Ka-Band DCM	Kustom Signals, Inc.	825	Ka	\$1,970.00
2	Each	Ka-Band DCM	Kustom Signals, Inc.	826	Ka	\$2,170.00
3	Each	Golden Eagle II single antenna, Ka-Band DCM w/TruTrak	Kustom Signals, Inc.	54	Ka	\$1,514.00
4	Each	Golden Eagle II dual antenna, Ka-Band DCM w/TruTrak	Kustom Signals, Inc.	57	Ka	\$1,710.00

Radar Speed Measurement Devices; Hand Held, Single Piece, Moving and Stationary Modes, per Schedule C, Specifications.

Item No.	Unit	Radar Description	Manufacturer	Model	Band	Unit Price
1	Each	Raptor RP-1, Single K-Band Antenna, Directional Mode	Kustom Signals, Inc.	830	K	\$1,260.00
2	Each	Raptor RP-1, Single K-Band Antenna, Directional & Same Lane Mode	Kustom Signals, Inc.	831	K	\$1,414.00
3	Each	Raptor RP-1, Dual K-Band Antenna, Directional Mode	Kustom Signals, Inc.	832	K	\$1,614.00
4	Each	Raptor RP-1, Dual K-Band Antenna, Directional & Same Lane Mode	Kustom Signals, Inc.	833	K	\$1,714.00
5	Each	Raptor RP-1, Single Ka-Band Antenna, Directional Mode	Kustom Signals, Inc.	846	Ka	\$1,617.00
6	Each	Raptor RP-1, Single Ka-Band Antenna, Directional & Same Lane Mode	Kustom Signals, Inc.	847	Ka	\$1,718.00
7	Each	Raptor RP-1, Dual Ka-Band Antenna, Directional Mode	Kustom Signals, Inc.	848	Ka	\$1,917.00
8	Each	Raptor RP-1, Dual Ka-Band Antenna, Directional & Same Lane Mode	Kustom Signals, Inc.	849	Ka	\$2,018.00
9	Each	Eagle 3 Single Ka-band antenna with Same Direction, Fastest, Wireless Speed Sensing, QuikTrak, and eFork.	Kustom Signals, Inc.	3002	Ka	\$1,912.00
10	Each	Eagle 3 Dual Ka-band antenna with Same Direction, Fastest, Scan mode, Wireless Speed Sensing, QuikTrak, and eFork.	Kustom Signals, Inc.	3003	Ka	\$2,490.00
11	Each	Falcon HR Stationary w/Corded Handle	Kustom Signals, Inc.	7000	K	\$856.00
12	Each	Falcon HR Moving & Stationary Modes w/Corded Handle, Wireless Remote, 7" Dash Mount & Bracket	Kustom Signals, Inc.	7001	K	\$1,335.00
13	Each	Directional Talon Stationary Mode Only w/ Corded Removable Handle, and Fastest Vehicle Mode (Handheld no mount)	Kustom Signals, Inc.	1670	Ka	\$1,476.00
14	Each	Directional Talon Moving & Stationary Modes (Handle Only), Corded Handle, Fastest Vehicle Mode, Same Direction Mode, Wireless Remote, 7" Dash Mount w/ Handle	Kustom Signals, Inc.	1671	Ka	\$2,046.00

Lidar (Laser) Speed Measurement Devices; Hand Held, Stationary Mode Only, with Heads Up Display of Speed Through the Optic View Finder; Serial Communication Port, per Schedule C, Specifications.

Item No.	Unit	Lidar Description	Manufacturer	Model	Band	Unit Price
1	Each	ProLaser 4 bundle includes a Hogue grip, 8 AA rechargeable batteries with charger (4 of which are spares), USB to PC interface cable, 12V accessory power to USB adapter, and hard carry case.	Kustom Signals, Inc.	2000	N/A	\$2,195.00
2	Each	ProLaser 4 with Bluetooth, TrafficTrak™ and Android tablet bundle. Includes Bluetooth handle upgrade, TrafficTrak wireless survey application installed on Android tablet, Hogue grip, 8 AA rechargeable batteries with charger, USB to PC interface cable, 12V accessory power to USB adapter, and hard carry case	Kustom Signals, Inc.	2003	N/A	\$2,335.00
3	Each	LaserCam® 4 powered by ProLaser® 4 bundle includes Wi-Fi, AES 256 encryption, compass, inclinometer, GPS, Li-polymer rechargeable battery, AC battery charger, USB to PC Cable, 16 GB video memory (8+ hours), hard carry case and ProLog LITE video laser back office.	Kustom Signals, Inc.	2100	N/A	\$4,995.00

Kustom Signals Inc. Contract No. 21000000352
Radar and Lidar Speed Measurement Equipment
Schedule B - Pricing

Options:

Item No.	Unit	Description	Manufacturer	Part No.	Unit Price
1	Each	Raptor motorcycle thumb remote, display separation kit & antenna mounts (at time of order only). Specify motorcycle make, model, and year.	Kustom Signals, Inc.	843	\$437.00
2	Each	Raptor motorcycle Doppler audio amp kit w/ waterproof speaker	Kustom Signals, Inc.	853	\$171.00
3	Each	Talon II/Falcon HR Battery Handle w/ Standard Charger	Kustom Signals, Inc.	1623	\$235.00
4	Each	Falcon HR/Talon II Heavy Duty Carrying Case	Kustom Signals, Inc.	7031	\$122.00
5	Each	ProLaser 4 Following Too Close upgrade	Kustom Signals, Inc.	2027	\$295.00
6	Each	LaserCam 4 Tripod kit (includes tripod, fluid video head, and LC4 adapter) NOTE: Add \$29 (Domestic US) for tripod kit shipping	Kustom Signals, Inc.	2110	\$525.00
7	Each	LaserCam 4 IR Torch Kit for portable night operations Includes IR flash light, remote cable, 2x 18650 rechargeable batteries, dual battery charger, mounting bracket with quick release. PN 050-0032-00 & 050-0032-10	Kustom Signals, Inc.	2128	\$295.00
8	Each	Brother PocketJet 763 (300 dpi) Bluetooth thermal printer with 10' DC cigarette power adapter, vehicle mount and 6x rolls paper (600 pages)	Kustom Signals, Inc.	2125	\$670.00
9	Each	ProLaser 4 Lockable Motorcycle Holster (specify make, model and year of motorcycle)	Kustom Signals, Inc.	2015	\$200.00
10	Each	ProLaser 4 collapsible and adjustable shoulder stock	Kustom Signals, Inc.	2014	\$131.00
11	Each	ProLaser 4 Tripod kit with adapter	Kustom Signals, Inc.	2013	\$126.00
12	Each	PMD 12 - Portable 12" Amber LED display with flashing digit, Red/Blue lightbar, and white strobe violator alerts, ambient light sensor, Bluetooth, 24 Ah rechargeable battery, AC charger, MUTCD compliant "YOUR SPEED" sign, and Kustom Console Android app with traffic data.	Kustom Signals, Inc.	5102	\$2,728.00
13	Each	PMD 12 with Solar - 12" Amber LED display with flashing digit, Red/Blue lightbar, and white strobe violator alerts, ambient light sensor, Bluetooth, 50W solar panel, 26 Ah sealed lead acid battery with external enclosure and mounts, MUTCD compliant "YOUR SPEED" sign, and Kustom Console Android app with traffic data.	Kustom Signals, Inc.	5104	\$3,367.00
14	Each	SMART 12 RADAR trailer with 12" fixed amber LED display, fold down posted speed limit sign, and 5-year warranty.	Kustom Signals, Inc.	5002	\$5,100.00

Extended Warranty for Radar and Lidar:

Item No.	Unit	Description	Manufacturer	Model No.	Unit Price
1	Year	4th Year Extended Warranty	Kustom Signals, Inc.	Raptor/Eagle	\$175.00
2	Year	4th Year Extended Warranty	Kustom Signals, Inc.	Eagle 3	\$250.00
3	Year	4th Year Extended Warranty	Kustom Signals, Inc.	Falcon HR/Talon	\$175.00
4	Year	4th Year Extended Warranty	Kustom Signals, Inc.	ProLaser 4	\$275.00
5	Year	5th Year Extended Warranty	Kustom Signals, Inc.	Raptor/Eagle	\$175.00
6	Year	5th Year Extended Warranty	Kustom Signals, Inc.	Eagle 3	\$275.00
7	Year	5th Year Extended Warranty	Kustom Signals, Inc.	Falcon HR/Talon	\$175.00
8	Year	5th Year Extended Warranty	Kustom Signals, Inc.	ProLaser 4	\$400.00

All Other Parts and Accessories - Discount off manufacturer's list price:

Item No.	Unit	Description	% Discount	Delivery ARO (Calendar Days)
1	%	Parts and Accessories	20.00%	14 days



Schedule C, Specifications

PERFORMANCE SPECIFICATIONS FOR SPEED-MEASUREMENT EQUIPMENT Michigan State Police

This standard applies to speed-measurement equipment procured by law enforcement agencies for use in speed-enforcement programs in Michigan.

Radar Equipment

- 1) The radar model must meet the minimum standards established by the National Highway Traffic Safety Administration (NHTSA). In order to promote these model specifications, the NHTSA maintains a conforming products list that identifies all radar models that have been fully tested and found to be in compliance with the appropriate specifications. Sole proof that a particular radar model meets those specifications will be; that the device model is on NHTSA's Conforming Products List.
- 2) The radar model must be capable of measuring target vehicle speeds over the minimum speed range of 15 m.p.h. to 129 m.p.h.
- 3) Hand-held radar devices must only transmit electromagnetic energy when a finger-operated trigger is pulled. When this trigger is released, the hand-held device must cease to transmit electromagnetic energy, i.e., return to the RF-standby mode. No mechanism shall exist to lock the trigger in the transmit mode.
- 4) Fixed-mounted radar devices must possess a suitable hardware for safely mounting the antenna and display module. This hardware and recommended mounting procedures must take into account driver-side and passenger-side airbags, as well as other reasonable health and safety issues associated with the normal use of the radar device.
- 5) The target-signal processor channel and target-speed display must function as specified in the NHTSA Model Performance Specifications at a speed of 15 m.p.h. (24 km/h) or the lowest speed specified by the manufacturer, whichever is lower, when operating in the stationary or moving mode. The target-signal processor channel and target-speed display must function as specified in the NHTSA Performance Specifications at a speed of 129 m.p.h. (206km/h) or the highest speed specified by the manufacturer, whichever is higher, when operating in the stationary or moving mode.
- 6) The patrol signal-processor channel and patrol-speed display must function as specified in the NHTSA Model Performance Specifications at speeds down to 15 m.p.h. (24 km/h) or the lowest speed specified by the manufacturer, whichever is lower, when operating in the moving mode. The patrol signal-processor channel and patrol-speed display must function as specified in the NHTSA Model Performance Specifications at a patrol speed of 79 m.p.h. (126 km/h) or the highest speed specified by the manufacturer, whichever is higher, with target speeds to at least 129 m.p.h.
- 7) The minimum range for acquiring an approaching target, which is similar in size, shape and composition to a mid-sized, late-model automobile, must be as follows:
 - a) Stationary mode operation:
 - i. 300 ft. for the target vehicle traveling at 20 mph
 - ii. 1500 ft. for the target vehicle traveling at 60 m.p.h.
 - b) Moving-mode (opposite-direction) operation:
 - i. feet for the target vehicle traveling at 30 m.p.h., with the patrol vehicle traveling at 25 m.p.h.
 - ii. 2000 feet for the target vehicle traveling at 60 m.p.h., with the patrol vehicle traveling at 50 m.p.h.These tests must use a single target vehicle on clear, dry, level roadway with no interference present. The antenna must be mounted in all positions recommended by the manufacturer (see Item 3). For inside mounting positions if any are recommended by the manufacturer the patrol vehicle's windshield must be clean both inside and out.
- 8) Moving-mode radar devices that possess the hold-switch (RF-standby) feature must also pass the following field test:
 - a) The radar unit must be mounted in all positions recommended by the manufacturer (see Item 3).
 - b) The patrol vehicle must be traveling at 35 m.p.h., plus or minus one m.p.h., with the RF-standby switch in the standby mode
 - c) A single target vehicle must approach the patrol vehicle at 50 m.p.h., plus or minus one m.p.h.
 - d) When the distance between the patrol vehicle and target vehicle is approximately 500 feet, the RF-standby switch should be switched to the transmit mode.
 - e) The radar device must obtain and display the correct patrol speeds and target speeds within one and one-half (1.5) seconds after the RF-standby switch is placed in the transmit mode.
 - f) Specific test conditions must be the same as those indicated in Item 5 above.



- g) Radar units using a Global Positioning Satellite (GPS) signal to direct the radar electronics for proper patrol speed will be allowed.
- 9) The device must possess the following features:
 - a) A display-segment test.
 - b) A Doppler-audio output that makes it useful to an operator in acquiring a target-tracking history for the full range of target and patrol speeds.
 - c) A mechanism that warns the operator that RF interference is present and also automatically blanks the display before spurious readings due to this interference are observed.
 - d) A mechanism that warns the operator that a low-voltage condition exists and automatically blanks the display before spurious readings are observed due to this low-voltage condition and before there are any significant changes in the signal processing, Doppler-audio or display characteristics due to this low-voltage condition.
 - e) A three-foot power cable (or optionally up to five-foot long) which is hardwired to the radar device and fitted at the other end with a male cigar type plug, with power-line fuse mounted into the plug for easy access and replacement. An alternate must be a hardwired power/VSS cable with in-line fuse. This will provide power, either switched or direct DC voltage, ground and a connection to the vehicle's Vehicle Speed Sensor.
 - f) An on-off power switch and appropriate over-voltage protection.
 - g) A range control which has a variable control capable of providing an approximate linear response (zero to maximum) over the full range of settings from one to four with four being the maximum range setting.
 - h) A manual or automatic control for display window brightness for optimum visibility in both day and night operation.
- 10) The device must not possess a manual speed-lock mechanism, unless:
 - a) A second target-speed display window is present that permits the target's speed to be tracked through the lock condition and provided the Doppler-audio output continues to track after the speed is locked. Tracking may cease once the device enters the RF-standby mode; i.e., the device no longer transmits electromagnetic energy.
- 11) Each radar device must be accompanied by the following items:
 - a) An operator's manual.
 - b) Appropriate mounting brackets for safely securing the antenna and display module.
 - c) Safety considerations must include the possible presence of driver-side and passenger-side airbags, as well as other reasonable health and safety issues associated with the normal use of the radar device.
 - d) A list of factory authorized repair facilities in Michigan and adjacent states.
- 12) Radar devices may contain the following standard or optional features:
 - a) A luggage type heavy duty carrying case.
 - b) An alternative power source (battery) complete with shoulder carrying strap and charger for handheld units.
 - c) An alternative power cable(s) of four (4) foot or five (5) foot length.
 - d) An extended warranty and/or maintenance contract for up to five (5) years.
 - e) A spare and/or replacement outside-mounted antenna(s). (Note: The highest probability for equipment failure for two-piece radar devices is the antenna. Weather-proofed, outside-mounted antennas are very difficult to repair without damaging the weather proofing. As such, agencies might want to develop arrangements with the radar manufacturer to swap defective antennas with replacement antennas that are in proper working order and weather proofed. These replacement antennas may be new or re-conditioned. Antenna serial numbers may change during this exchange process, and this is permissible since only the serial numbers of display modules are placed on Task Force certificates.)
 - f) The "fastest-vehicle feature." Radar units with a fastest-vehicle feature must only display the fastest target after the strongest target signal has been displayed and the fastest speed must be displayed in a separate window.
- 13) Radar devices must be appropriate to the specific needs of the individual law enforcement agencies, the patrol vehicle(s) used, and the nature of the roadways on which the devices are operated.
- 14) The device must be of rugged construction. Outside mounted antennas must be weatherproof to prevent moisture and other forms of contamination from adversely affecting the device's performance or frequency of repair. And labels, connectors, switches, and dials must be durable for the reasonable life of the device. Moreover, the device must be capable of being maintained at a reasonable cost.

Lidar Equipment



- 1) The lidar model must meet the minimum standards established by the National Highway Traffic Safety Administration (NHTSA). To promote these model specifications, NHTSA maintains a Conforming PRODUCTS LIST that identifies all lidar models that have been fully tested and found to be in compliance with the appropriate specifications. Sole proof that a particular lidar model meets those specifications will be that the device model is on NHTSA's Conforming PRODUCTS LIST.
- 2) The model must be certified as Class 1 eye safe by the U.S. Department of Health and Human Services' Center for Devices and Radiological Health [Compliance Guide for Laser Products, U.S. Department of Health and Human Services, HHS Publication FDA 86-8260, September 1985 (or the latest revision of this document)]. (NOTE: Class 1 devices are considered eye-safe; i.e., these devices "have emissions in the ultraviolet, visible, and infrared spectra, and are limits below which biological hazards have not been established.")
- 3) The model must comply with the limits for a Class A digital device as defined in Part 15C Radio Frequency Devices of the FCC Rules [Code of Federal Regulations: Telecommunication 47, Parts 0 to 19, U.S. Government Printing Office].
- 4) Hand-held devices must only transmit laser energy when a finger-operated trigger is activated. When this trigger is released, the device must cease to transmit energy. No mechanism must exist to lock the trigger of a hand-held device in the transmit mode.
- 5) The highest minimum and lowest maximum range must be 50 and 2,000 feet, respectively. (Note: This range requirement shall apply for a late-model, dark-colored, mid-sized automobile that is approaching the lidar.)
- 6) A means must exist for the operator to verify that a device is in proper working order. Minimally, this verification procedure must include the following:
 - a) Verify that the transmitted laser beam and the target-sighting optics are in proper alignment.
 - b) Verify that the device meets minimum target-range performance requirements.
 - c) Verify that the transmission, detection, timing, signal-processing, computation, and display circuitry are in proper working order with appropriate error indicators if a particular test fails.
- 7) The device must not display any spurious (a.k.a., erroneous) readings due to either natural or man-made optical, electrical, or mechanical interference effects except for the panning effect, which constitutes improper operation of the device.
- 8) Standard items to be included with each device must include: an operator's manual, all appropriate mounting brackets or supporting brackets, and a protective luggage-type, heavy duty, carrying case to store and transfer the device.



Schedule C, Specifications

STANDARD FOR THE PROCUREMENT OF SPEED-MEASUREMENT EQUIPMENT Michigan State Police

The goals of this standard are: First, to ensure that all speed-measurement devices procured by law enforcement agencies and subsequently used for speed-enforcement purposes can be operated in a trustworthy manner by a properly trained operator; second, to simplify its operation as much as possible; and third, to make it as useful as possible for speed enforcement purposes when used under a wide variety of operating conditions.

While it is difficult to write a comprehensive set of performance specifications to describe a single ideal device, the Michigan State Police recommends that, as a minimum consideration, law enforcement agencies must require that procured devices comply with the National Highway Traffic Safety Administration's Conforming Products List (CPL) and test standards.

The Michigan State Police standards are intended to achieve the following objectives:

1. The device is determined to be accurate before it is initially placed in service.
2. A properly trained operator will have the opportunity to verify that the device is in proper working order at the beginning and end of each shift in which the device is used for speed-enforcement purposes.
3. A properly trained operator will have the best possible opportunity to use the device, coupled with the operator's own observations, to obtain an adequate target-tracking history before a motor vehicle operator is cited for a speeding violation.
4. The device exhibits the minimum possibility of displaying spurious target-speed display readings due to natural and man-made interference effects.
5. The device possesses an adequate target range.
6. The device is useful for its intended application; e.g., operating temperature range, display, blanking physical size, and mounting characteristics.
7. The device is ruggedly constructed and, consequently, able to withstand thermal, electrical and mechanical stresses that would be expected as the operator performs his/her regular duties.

Each law enforcement agency should determine which type and model best fits its particular set of needs. Consideration should be given to device performance; device size and mounting considerations; optional features and functions; compatibility with existing speed-measurement equipment used by the agency; operator training requirements; availability of repair facilities; repair and maintenance costs; and, finally the initial purchase price of each new device.

With respect to the procurement of speed-measurement devices, the Michigan State Police makes the following recommendations:

1. Only speed measurement devices that appear on the NHTSA CPL should be purchased for use in Michigan.
2. All devices must be electronically pre-tested by the manufacturer for compliance with the NHTSA standard before they are put into use in Michigan. Any additional testing, beyond the manufacturer's testing, can be achieved through the Institute for Police Technology and Management (IPTM).
3. Speed-measurement device evidence be admissible in court only if the device used is certified, as determined by NHTSA.
4. It is not necessary to have these devices periodically recertified because a properly trained operator will be able to determine when a specific device is malfunctioning.

The Conforming Products List can be found on the Highway Traffic Safety Administration web site at: https://www.nhtsa.gov/sites/nhtsa.dot.gov/files/documents/combined_cpl_january_20_2020_portrait_format.pdf