

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

RENEWAL COVERPAGE

<b>TO:</b> KUSTOM SIGNALS, INC.	ORIGINAL DATE ISSUED:	JUNE 4, 2018
9562 LOIRET BOULEVARD	CONTRACT NO:	18-257-R
LENEXA, KANSAS	CONTRACT TITLE:	RADAR & LIDAR EQUIPMENT

---

**THIS IS A NOTICE OF RENEWAL AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No.18-257-R including any attachments or amendments thereto.

**EFFECTIVE DATE:** JANUARY 1, 2021

**EXPIRES:** DECEMBER 31, 2021

**RENEWALS:** THIS IS THE 4TH YEAR RENEWAL OF A POSSIBLE 5 YEAR CONTRACT.

**COMMODITY CODE(S):** 68007

**LIVING WAGE:** N

**ATTACHMENTS:**

ATTACHMENT A - MODIFICATION #04 TO COMMONWEALTH OF VIRGINIA CONTRACT NUMBER E194-77910

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

---

**VENDOR CONTACT:** SYDNEY BURKE

**VENDOR TEL. NO.:**

**(800) 458-7866**

**EMAIL ADDRESS:** SBURKE@KUSTOMSIGNALS.COM

**COUNTY CONTACT:** IGOR SCHERBAKOV

**COUNTY TEL. NO.:**

**(703) 228-0709**

**COUNTY CONTACT EMAIL:** ISCHERBAKOV@ARLINGTONVA.US

---

**PURCHASING DIVISION AUTHORIZATION**

**SY GEZACHEW**

**Title: PROCUREMENT OFFICER**

**Date: DECEMBER 18, 2020**



DEPARTMENT OF  
GENERAL SERVICES

COMMONWEALTH OF VIRGINIA  
DIVISION OF PURCHASES & SUPPLY (DPS)  
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #04  
TO  
CONTRACT NUMBER E194-77910  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
KUSTOM SIGNALS INC.

This MODIFICATION #04 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Kustom Signals Inc., a Kansas corporation, hereinafter referred to as the "Contractor" or "Kustom Signals", relating to the modification of Contract E194-77910 effective January 1, 2018, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to A.) Renew the Contract, B.) Removal of products, C.) Revise modified General Terms and Conditions: Vendors Manual, Anti-Discrimination, and Nondiscrimination to Contractors and D.) Add General Term and Condition: Civility in State Workplaces due to legislative changes. All changes are effective January 1, 2021 and shall be included in any subsequent modifications.

**A. Reference:** Contract E194-77910, "Renewal of Contract."

Both parties hereby agree to renew the Contract for a one year period, beginning January 1, 2021 through December 31, 2021.

**B. Reference:** Contract E194-77910, "Change to contract"

Remove items Pro Laser III and Prolite + as product are obsolete and no longer carried.

**C. Reference:** Contract E194-77910, "Vendors Manual", "Anti-Discrimination", "Non-Discrimination to Contractors."

VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "I Sell To Virginia".

ANTI-DISCRIMINATION: By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**NONDISCRIMINATION OF CONTRACTORS:** A bidder, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**D. Reference:** Contract E194-77910, "Changes to Contract."

**CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of

race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-77964 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**KUSTOM SIGNALS INC.**

BY: Chris N Abel  
NAME: Chris Abel  
Printed Name  
TITLE: President  
DATE: 12/8/2020

**COMMONWEALTH OF VIRGINIA**

BY: Duane B. Sheppard  
NAME: Duane B. Sheppard  
Printed Name  
TITLE: Statewide Sourcing & Contracting Officer  
DATE: 12/8/2020