

CITY OF GARDEN GROVE

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal
Dept: City Manager
Subject: PURCHASE ORDER TO
KUSTOM SIGNALS, INC. FOR
REPLACEMENT SPEED
MEASURING DEVICES

From: Chief Kevin Raney
Dept: Police
Date: March 27, 2012

OBJECTIVE

To request that City Council approve the purchase of eight (8) Kustom ProLaser IV LIDAR speed measuring devices, from Kustom Signals Inc., in the amount of \$29,536.90 (see quotation, Attachment 1).

BACKGROUND

The Police Department Neighborhood Traffic Unit uses handheld Kustom ProLaser LIDAR speed measuring devices in their daily duties. The LIDAR units currently used are over five years old and are accruing more maintenance costs due to their age and continuous use. The inefficiencies and cost of repair to these units makes it difficult for officers to complete their jobs adequately.

DISCUSSION

The hardware on the Police motorcycles is fashioned to accept this particular LIDAR unit. As a result, it is impractical to use other types of units. Therefore, pursuant to Garden Grove Municipal Code Section 2.50.060(d), and based on the Police Department's recommendation, the Finance Director has determined that the Kustom ProLaser IV's that are the subject of this purchase order approval can only be obtained through Kustom Signals, Inc.

FINANCIAL IMPACT

The purchase of eight (8) ProLaser IV's was approved in the FY 2011/2012 budget to replace the aging ProLaser III's. The cost to replace the LIDAR units is \$29,536.90. Funds from the Traffic Offender Fund will be utilized for this purchase; there is no impact to the General Fund.

PURCHASE OF REPLACEMENT SPEED
MEASURING DEVICES FROM KUSTOM SIGNALS, INC.

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RECOMMENDATION

It is recommended that City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$29,536.90 to Kustom Signals, Inc., for the purchase of eight (8) Kustom ProLaser IV LIDAR speed measuring devices.



KEVIN RANEY
Chief of Police



By: Sgt. Carl Whitney
Neighborhood Traffic Unit

Attachment 1: Kustom Signals, Inc. Quote

Recommended for Approval



Matthew Fertal
City Manager



Quotation

KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
 913-492-1400 Fax 913-492-1703
 sales@kustomsignals.com www.kustomsignals.com

Date 03/01/2012

To... ADAM ZMIJA
 GARDEN GROVE POLICE DEPT
 PO BOX 3070
 11301 ACACIA PKY
 GARDEN GROVE CA 92842-3070

Quote # 2862977868855W70
 Terms Net 30
 This Quote Expires on 03/31/2012
 Phone 714-741-5704
 Fax 714-741-5765

<u>Qty</u>	<u>Product Description</u>	<u>UnitPrice</u>	<u>SubTotal</u>
8	PROLASER 4 BUNDLE INCLUDES (4) AA BATTERIES, USB TO PC INTERFACE CABLE, AND 12 VDC ADAPTER	\$3,395.00	\$27,160.00
1	CA SALES TAX 7.75%	\$2,104.90	\$2,104.90
8	SHIPPING & HANDLING COSTS	\$34.00	\$272.00
	Option available but not included in price quote		
	PROLASER 4 HARD CARRYING CASE	\$101.00	\$0.00
	Expires March 31st 2012		
	Total		\$29,536.90

Signature

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219



9652 Loiret Boulevard
Lenexa, KS 66219-2406
www.kustomsignals.com

TEL: 800-458-7866
913-492-1400
FAX: 913-492-1703

Thank you for your interest in our ProLaser 4. For your records, we would like to provide the following statement: **Kustom Signals, by signature below, certifies that it is the "sole source" manufacturer and supplier of the ProLaser 4.**

For your information, I've listed a few features and capabilities that make the ProLaser 4 unique:

- New Graphical HUD & rear display designed with Organic Light Emitting Diode technology. The high contrast display provides better visibility in day or night operations with very low power consumption and no backlight at night.
- Simpler user interface and rugged one touch control buttons with tactile feedback
- New rugged pistol grip
- Weight < 2.5 lbs. with batteries
- Three (3) ways to power with 4 AA batteries (alkaline or NiMH rechargeable), 12 VDC corded cable, and USB to PC.
- Event recall (speed, range, date & time) recall up to 100 speed and range readings with date and time stamp.
- Display lock to eliminate inadvertent button pushes that clear the speed measurements
- Faster target acquisition
- Greater Range – shoots up to 8000 ft.
- Ruggedized, IP67 Waterproof
- Tamper proof – new tamper detection circuitry identifies unauthorized entry into the device
- New tamper detection and lockout
- The ProLaser 4 offers an improved inclement weather mode, with mode icon on the rear display, allowing operation in almost any type of weather including rain, snow, sleet, dust and fog.
- The ProLaser 4 offers a sleek ergonomic design featuring a forward swept handle. This advanced design, weighing only 2.5 lbs. with batteries, reduces arm and wrist fatigue, allowing officers to comfortably target vehicles for long periods of time.
- The ProLaser 4 provides complete tracking history—as preferred by the courts—by showing continuous speed-readings for as long as you squeeze the trigger. The audio tones verify that the unit has achieved positive target identification.
- The ProLaser 4 provides a simultaneous view of the target and its speed inside the Heads-Up-Display (HUD). In the HUD you see everything in one place: the aiming reticule, surrounding traffic, the target and its continually updated speed, all without eye strain, magnification or distortion.
- The ProLaser 4 graphical HUD now allows the user to view both speed and range in the HUD. Three selectable aiming reticles allow the user to choose their preferred target reticle.
- The ProLaser 4 does not require field realignments.
- The ProLaser 4 has a settable range, useful in short-range school zones or work zone enforcement.
- The ProLaser 4 has built-in stopwatch mode for time/distance method of speed enforcement.
- The ProLaser 4 is IP67 waterproof, not just water resistant.

I hope this information is helpful. If you need anything further, please do not hesitate to give me a call at 913-961-1476

Sincerely,
Mark Domangue
District Manager