

Copy of Term Contract - DO NOT PROCESS

Vendor No. 100172766
 Contact
 Your reference SP-12-0159

METT-T LLC
 708 TOWNE OAKS DR
 LITTLE ROCK AR 72227

Contract No. 4600024286
 Date 05/18/2012

Contact Glenn Hirscheider
 Telephone 501-371-6054
 Fax 501-324-9311

Our ref. ST
 Incoterms FOB
 DESTINATION

Send Invoice To:

Invoices will be forwarded to the addresses
 noted on the individual purchase orders.

Ship To:

STATEWIDE DELIVERY
 LITTLE ROCK AR 72201

Valid from: 05/18/2012
 Valid to: 05/17/2013

AWARD NO: SP-12-0159
 COMMODITY: LED Lightbar

Vendor Contact: John Fulbright
 Phone: 501-353-0095
 Fax: 501-353-0126
 E-mail: john@mettllc.com

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS DOES NOT REPRESENT YOUR AUTHORITY TO SHIP. THE ORDERING AGENCY WILL ISSUE A PURCHASE ORDER TO AUTHORIZE SHIPMENT. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

CONTRACT PERIOD: The term of this contract shall be for a period of (12) months beginning May 18, 2012 through May 17, 2013 with option to renew in six (6) one (1) year increments or a portion thereof upon mutual agreement.

SCOPE: This is a TERM Contract issued by the Office of State Procurement (OSP) for the Arkansas State Police (ASP) for LED Lightbar.

COOPERATIVE PROCUREMENT PROGRAM PARTICIPATION: Arkansas' Purchasing Law provides that local law enforcement procurement units (counties, municipalities, etc.) may participate in state procurement contracts. The contractor therefore agrees to sell to Cooperative Procurement Program (law enforcement) participants at the option of the program participants (non-mandatory). Unless otherwise stated, all standard and special terms and conditions listed within the invitation for bid must be equally applied to such participants.

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QUANTITY: The quantities stated were estimated for bidding purposes only. The State may order more or less as is required during the term of the contract.

PRICING: The unit price bid includes all of the materials and operations necessary for the production of items specified. This includes but is not limited to FOB destination, freight paid, normal delivery.

Item	Material/Description	Target QtyUM	Unit Price	Amount
0001	10113163 BARLIGHT, STROBE LED Lightbar Brand and Model Bid: SOUNDOFF SIGNAL APEX SERIES EPX3000	150 each	1,047.63	\$ 157,144.50

Estimated Net Value **157,144.50**

Agency Contact: As noted on the individual purchase orders.

State Procurement Contact: Glenn Hirscheider 501-371-6054

ORDERING PROCEDURE: All orders placed against this contract shall be in the form of an agency issued purchase order on an as-required basis.

DELIVERY: FOB DESTINATION NORMAL DELIVERY: Various delivery locations within the State of Arkansas will be specified on the purchase order from the ordering agencies. All transportation expenses for delivery will be the responsibility of the contractor.

Delivery is limited to ONE ADDRESS PER PURCHASE ORDER TO A DELIVERY LOCATION which meets the "Normal Delivery" definition stated below.

Definition - Normal Delivery: Unit prices quoted include, at no additional charge, the contractor providing "Normal delivery" service. "Normal delivery" is defined in this contract as "Delivery to a building with an accessible dock to one specific room or area by use of material handling equipment without breaking shipping container to hand truck deliver individual cartons."

Delivery is within thirty (30) working days after receipt of the order.

All deliveries must be made during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The vendor shall give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.

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Loss or damage that occurs during shipping, prior to the order being received by the agency, is the vendor's responsibility. All orders should be properly packaged to prevent damage during shipping.

SPECIFIC REQUIREMENTS

The emergency vehicle light bar must meet the specifications below.

1.0 Led Lightbar

1.01 The main structure of the light bar is two-piece aluminum extrusion top and bottom.
The light bar shall house all electronic components.

The lightbar shall measure a maximum 2.5 inches high x 12 inches wide x 50 inches long excluding mounting brackets.

The light bar must have HI/LO power control of the LED modules.
Lightbars without this feature are not acceptable.

1.02 The lightbar shall contain one (1) control module which contains the electronics required to operate all lighthoods.

The single module is for the ease of servicing the lightbar.
Lightbars with multiple boards are unacceptable.

1.03 The lightbar shall have a minimum of four (4) corner LED modules (all blue) and options as listed below.

1.04 Each module shall produce a minimum of 75 flashes per minute.

There shall be a minimum of 12 flash patterns to choose from.

The I/O card shall drive the LED modules offering HI/LO capabilities.

The led lighthoods shall operate from the I/O lightboard allowing the take-downs and alleys to both steady burn and flash and permit the take-downs and alleys to have individual control.

The traffic advisor will only require 2 wire controls when operated from I/O board.

The corner LED modules shall be capable of a cruise light application.

The lights will remain activated at a low power level, producing a cruise light mode.

Lightbars without this feature are not acceptable.

1.05 The lightbar's primary warning shall have a maximum of four (4) LED modules (1 in each corner) that meet SAE Class 1 requirements.

Lightbars that do not use LED modules as the primary warning are not acceptable.

The lightbar shall have LED modules in the four corners

1.06 The I/O module shall be 100% solid state with built in reverse polarity protection and output short protection.

They shall operate from 10-16 Vdc with no degradation in flash rate and shall operate through a temperature range of -30 degrees Celsius to 60 degrees Celsius.

The lightbar shall be designed to have up to eight (8) lamps to the front, eight (8) lamps to the rear, and one (1) lamp on each end.

The lenses shall be constructed of UV stabilized lexan polycarbonate lenses.

1.07 The light bar shall also contain the options below.

No substitute options accepted.

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1.08 The lenses shall be clear.
Color lenses must be available as an option.
The use of filters is not acceptable.

1.09 The lightbar shall contain a mounting kit to adapt the lightbar to most late model vehicles.

2.0 Light Bar Options

2.01 The lightbar shall contain ten (10) LED modules.
Four (4) LED modules (4) blue to the front; six (6) LED modules (6) dual phase blue/amber to the rear.
The six (6) LED modules to the rear shall act as a traffic advisor utilizing two (2) wire control capabilities and must not require a separate control.
All LED modules must produce a minimum of 180 degree light pattern.

2.02 Two (2) LED flashing takedown lights:
The lightbar must contain two (2) LED lights that must allow for steady burn, as well as flashing takedowns. The two (2) LED lights shall come on together as take-downs or flash alternatively and must be controlled by the lightbars I/O board.

Warranty

The successful vendor must be able to handle all warranty transactions without going through 2nd and 3rd parties. The lightbar shall be warranted by the manufacturer to the user directly to be free from defects of material or workmanship for a period of a minimum of thirty six (36) months from date of purchase. LED modules shall be warranted for a period of five (5) years. Written proof of this warranty by the manufacturer must be furnished by the vendor. The manufacturer shall provide a minimum thirty-six month (36) warranty on both parts and factory labor. This shall include forty-eight (48) hour turn around repair service. Out of warranty product shall be provided the same service and repaired at a flat rate of \$75.00, which includes shipping and handling fee for each unit returned.

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid

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invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14. INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15. STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being

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returned.

16. ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19. QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20. DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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