



STATE OF ARKANSAS

Term Contract

Vendor No. 100000680
 Contact Staci Dreschel
 Your reference SP-05-0281

DECATUR ELECTRONICS INC
 715 BRIGHT STREET
 DECATUR IL 62522

Contract No. 4600007882
 Date 02/28/2005

Contact Curtis Gatewood
 Telephone 501-324-9320
 Fax 501-324-9311

Our ref. ST
 Incoterms FOB
 DESTINATION

Send Invoice To:

ORDERING AGENCY OR
 COOPERATIVE PROCUREMENT
 PARTICIPANT

Ship To:

Reference Plant
 AR

Valid from: 07/01/2008
 Valid to: 06/30/2009

THIS IS THIRD CONTRACT EXTENSION WITH PRICES, TERMS AND CONDITIONS REMAINING THE SAME

ARKANSAS STATE PROCUREMENT TRACKING NO: SP-05-0281
 COMMODITY: Radar Units
 BUYER: Curtis Gatewood
 TELEPHONE NUMBER: 501-324-9320
 FAX NUMBER: 501-324-9311
 E-MAIL ADDRESS: curtis.gatewood@dfa.state.ar.us

COMPANY NAME Decatur Electronics
 VENDOR CONTACT: Staci Dreschel
 800-428-4315 Ext. 152
 Fax: 217-428-5302
 sdreschel@decaturelectronics.com

ADDRESS: 715 Bright Street Decatur, Illinois 62522
 FEDERAL ID 37-1089661

CONTRACT PERIOD: July 1, 2008 through June 30, 2009

INVOICE TO: Ordering Agency or Cooperative Purchasing Participant

F.O.B.Destination INSIDE DELIVERY:As specified on Purchase Order

The agency requests F.O.B. inside delivery within 14 - 20 days after receipt of the Agency Purchase order.

TERMINATION

In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the state without cause at the end of the current biennial period. However, the state may

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Purchasing Official/Fiscal Officer

7/1/08
 Date



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agree to continue the contract, but in no case will any renewal cause the contract to continue beyond a biennial period for which the contract is renewed. Any services or products on contract accepted by the state must be paid for, but this does not obligate the state to continue the contract beyond the end of a biennial period.

SELLING TO COOPERATIVE PROCUREMENT PROGRAM PARTICIPANTS:

Arkansas Procurement Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in State Procurement contracts. The contractor(s) therefore agree(s) to sell to Cooperative Procurement Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the RFQ must be equally applied to such participants.

Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Row 1: 0010, 10002455 RADAR,UNIT,DECATUR GENESISII,OPPO DIRECT, 50 each, 1,563.00, \$ 78,150.00. Description includes details about Police Traffic Radar, Modular, dual antenna, moving/stationary, Ka band (33.4 to 36 GHz), 6 degree from center with 10 mW power, Directional with Separate target, lock and patrol windows. Small detachable display, readable in direct sunlight and modular backlit remote. A mode window that displays mode of operation, error messages and settings. 32 bit digital signal processing with upgradeable software. A measurable range sensitivity, for each mode of operation that can be set independently. The radar will Track Through Lock and present a audio tone for each signal presented in the Target Window. The radar will have same direction tracking and faster target mode, in stationary and moving opposite direction modes. The radar will be capable of displaying the direction of a target vehicle in the Stationary Mode. All cable will be equipped with metal connectors. The antenna mounts will be glue on windshield mounts. The radar will come with all connector cables, mounting brackets, tuning forks and certificates of certification. The radar will meet all NHTSA and IACP guidelines. The radar must have a two year warrantee with a three year post warrantee plan based on no more than a 10% increase on a published price list.

Estimated Net Value 78,150.00

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.

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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 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.

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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 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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