Commonwealth of Virginia
Virginia Information Technologies Agency

TWO-WAY RADIO PRODUCTS & SERVICES

Mandatory Use for Executive Branch Agencies & Institutions
Optional for ALL other Public Bodies

Date: February 19, 2016

Contract #: VA-111104-SECO

Authorized User: All public bodies, including VITA and all Commonwealth Agencies, as defined §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*

Contractors:
Secom Systems Inc.
3550 Engineering Drive
Suite 225
Norcross, GA 30092

FIN# 58-1872698

Customer Contact:
Bryan Vacca, Regional Sales Manager
2305 River Mist Drive
Finksburg, MD 21048
Phone: 410-840-8784
Fax: 888-840-1480
Email: Bryan@secomwireless.com

Contracts Administration:
Alison Winter, Sales
3550 Engineering Drive
Suite 225
Norcross, GA 30092
Phone: 800-252-4120
Fax: 770-453-9786
Email: Alison@secomwireless.com

Term: November 5, 2015 – November 4, 2016

Delivery: 15 Days ARO

Payment: Net 30 days

For Technical Information, Please Contact:
Virginia Information Technologies Agency
Telecommunications

David Warner
Phone: 804-416-6199
E-Mail: david.warner@vita.virginia.gov

For Contract Information, Please Contact:
Virginia Information Technologies Agency
Supply Chain Management

Doug Leslie
Phone: 804-416-6161
E-Mail: Doug.Leslie@vita.virginia.gov
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of $100,000.00 is required for State Agencies and Institutions only.

VA-111104-SECO
CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Updated to add addendums to the contract PDF	03/13/12
2	Extends contract term	11/05/13
3	Updated Supplier's address	07/16/14
4	Mod 1 adds clauses to clarify/define certain terminology used in the contract	07/28/14
5	Extends contract term for year	11/05/14
6	Extends contract term for a year	11/05/15
7	Updates information for Contracts Administration contact	02/19/16

COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency
11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

Nelson P. Moe
Chief Information Officer
Email: cio@vita.virginia.gov

TDD VOICE -TEL. NO.
711

September 09, 2015

Alison Winter
Secom Systems Inc
3550 Engineering Drive
Suite 225
Norcross Georgia 30092

Per Section 3.A. ("Term and Termination") of contract VA-111104-SECO, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from November 5, 2015 through November 4, 2016. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency
11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

TDD VOICE -TEL. NO.
711

October 01, 2014

Alison Winter
Secom Systems Inc
3550 Engineering Drive
Suite 225
Norcross Georgia 30092

Ms. Winter,

Per Section 3.A. ("Term and Termination") of contract VA-111104-SECO, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from November 5, 2014 through November 4, 2015. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

MODIFICATION NO. 1
TO
CONTRACT NUMBER VA-111104-SECO
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SECOM SYSTEMS, INC.

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-111104-SECO.

The purpose of this Modification is to add the clause(s) and clarifications listed below:

1. Add to the definition of "Scope of Contract" in Section 1 on Contract Page 1.
   "Authorized Users include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at http://www.cicv.org/our-Colleges/Profiles.aspX

2. Add to the definition of "Contractual Disputes" in Section 44 on Contract Page 12.
   "In the event of any breach by a public body *or a private institution,* Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include to the right to terminate any license or support services hereunder."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-111104-SECO by this Modification No. 1.

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.

NAME OF SUPPLIER	COMMONWEALTH OF VIRGINIA
BY: Secom Systems, Inc.	BY: Doug Crenshaw
NAME: Aleem H. Walter	NAME: Doug Crenshaw
TITLE: President	TITLE: VITA Service Mgr
DATE: July 25, 2014	DATE: 7/28/14

COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency
11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

TDD VOICE -TEL. NO.
711

October 7, 2013

Alison Winter
Secom Systems Inc.

Per Section 3.A. ("Term and Termination") of contract VA-111104-SECO, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract, from November 5, 2013 through November 4, 2014. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

Virginia Information Technologies Agency

Supply Chain Management (SCM)

SOLICITATION - OFFER -and- AWARD

Information Technology / Telecommunications / Products / Services

Invitation for Bid (IFB)

Two-way Radio Products and Services

IFB #:	Date Issued:	Date Due:	REQ #:
2012-05	**8/5/2011**	**8/31/2011**	n/a

For more information, please send e-mail to Single Point of Contact (SPOC) Doug Leslie: doug.leslie@vita.virginia.gov.

ISSUING OFFICE:

VITA - Supply Chain Management
11751 Meadowville LaneChester, VA 23836

SHIP TO:
...as specified in each order

BILL TO:
...as specified in each order

1) SOLICITATION

This procurement is being conducted on behalf of VITA and other Public Bodies as defined in §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia. Sealed Bids for furnishing the Products and/or Services set forth in the Price Schedule will be returned to the Issuing Office. If hand carried, deliver to the SCM receptionist located at the Issuing Office address above. Bids must be received prior to 3:00 PM local time on the Date Due indicated above (Public bid opening at 3:30 PM). Please read and understand the attached Solicitation Instructions. This is an advertised solicitation consisting of this cover page, the Solicitation Instructions, General Requirements and Pricing Schedule, Certification Regarding Lobbying, mandatory Contractual Terms and Conditions, and any other files, exhibits, attachments, provisions, representations, certifications or specifications as are attached or incorporated herein by reference, or any subsequent amendments issued.

2) OFFER

In compliance with the Terms and Conditions set forth in this solicitation, the undersigned agrees, if this offer is accepted within 90 days from the Date Due above, to furnish any or all Bid Items awarded at the prices offered in the Pricing Schedule, delivered to the Ship To address within the time specified in individual orders. All offers are subject to the mandatory Terms and Conditions set forth herein. Electronic signatures will be considered as if original signatures.

BIDDER INFORMATION

Supplier's FEIN: Supplier's SCC #:	FEIN: 58-1872698 SCC#F1870643
Firm Name:	SECOM SYSTEMS, INC.
Address:	5255 TRIANGLE PKWY, SUITE 670
City/State/ZIP:	NORCROSS, GA 30092
E-mail:	Alison@secomwireless.com or Bryan@secomwireless.com
Voice #: Fax #:	800-252-4120 FAX 770-453-9786

Alison H Winter

BIDDER's Binding SIGNATURE

NAME: ALISON H WINTER

3) AWARD

BID ITEMS AWARDED:	AWARDED BY:	AWARD DATE:	CONTRACT # :
KENWOOD CORP. RADIO COMMUNICATIONS CATEGORY 2 CATALOG AND INSTALLATION SERVICES	Dana R Smith ...for the Chief Information Officer (CIO) of the *Commonwealth of Virginia*	11/4/2011	VA-111104-SECO

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against any Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

SPECIFICATION #1-A
PORTABLE RADIOS- 800 MHz
PROJECT 25 (P25) CAPABLE/
800 MHz TRUNKED
SPECIFICATION AND BID SHEET

Item 1 Radio, two-way 806-824 MHz (Transmit) / 851-870 MHz (Receive) Portable, minimum transmitter output power 2.5 watts at the transmitter antenna jack.

Unit shall be multi mode/group capable with at least 16 channels in each mode/group. *Minimum 500 channel capacity and minimum 8 character display*. Radio shall be able to be programmed in conventional analog mode (11K0F3E), and Conventional P25 Digital (8K10F1E), and Analog or Digital trunked mode. Acceptable Trunking formats are Motorola Type II, Harris P 25 Trunking, Motorola Astro 25 digital trunking, P25 trunking, Harris Provoice trunking, EDACS trunking, or other approved trunking protocols/formats. LTR trunking or a similar technology is not an acceptable trunking format.

Unit to be capable of transmitting in all FCC Public Safety, Industrial Land, Business, and NPSPAC-Pre-Reband and Post Rebanded Public Safety frequencies, including the 800 MHz Band Plan frequencies as outlined in Part 90.613. This shall include all 25 KHz channels, 12.5 KHz offset channels and/or NPSPAC frequency assignments within 806-870 MHz range, inclusive. Minimum frequency spread between frequencies without transmitter or receiver degradation shall be— 851-870 MHz inclusive for the receiver; and 806-825 MHz inclusive for the transmitter in normal mode communications to the base/repeater station. Units shall be capable of transmitting and receiving in wide and narrow emission masks similar to 20K0F3E, 20K0F1D, 16K0F3E, 11K0F3E, 11K0F1D, 8K10F1E and 8K10F1D and other approved similar emission masks.

Unit shall come programmed from the factory with user frequencies, preferences and functionality. **Purchase order to specify frequency and technical parameters.** Unit shall have a flexible antenna and a minimum 1150 mAh rechargeable battery capable of operating at the rated output for a minimum of 8 hours **based on** a 5%-5%-90% duty cycle (EIA). The radio shall have a leather carrying case or approved equivalent. Unit shall be capable of being used as a hand held portable with and without an external speaker/microphone.

Frequency stability on both receive and transmit to be ±.00015%. The normal temperature operating range shall range from (-30 C to +60 C) minimum.

There shall be no programming available to the operator or other unauthorized parties, either by external controls or other means.

Unit must meet or exceed the following MIL-STD-810F standard as described below:

MIL-STD-810F

Description	**Method**	**Procedures**
Low Pressure	500.4	I, II
High Temperature	501.4	I, II
Low Temperature	502.4	I or II
Temperature Shock	503.4	I, II
Solar Radiation	505.4	I
Rain	506.4	I, III
Humidity	507.4	
Salt Fog	509.4	
Dust	510.4	I, III
Vibration	514.5	I
Shock	516.5	I, IV

Unit to be similar to a trunked Harris P7150ip portable, trunked Motorola XTS 2500—Model II, or an approved equivalent.

State Manufacturer: _____

Model _____ $_____/each

Required Additional Features:

Item 2. - Charger, AC, Single unit.

Model_____ $_____/each

Item 3. - Battery, spare, same duty cycle as above.

Model_____ $_____/each

Item 4. – Extended Warranty, second year:.
A. Radio $_____/each
B. Charger, AC, single $_____/each

Item 5. – Extended Warranty, third year:
A. Radio $_____/each
B. Charger, AC, single $_____/each

Total, Items 1-5 $_____NO BID_____

SPECIFICATION #1-B
PORTABLE RADIOS- 700MHz/800 MHz
PROJECT 25 (P25) CAPABLE/
700MHz/800 MHz TRUNKED
SPECIFICATION AND BID SHEET

Item 1 Radio, two-way 764-776, 794-805, 806-825 (Transmit) / 764-776, 851-870 MHz (Receive) Portable, minimum transmitter output power 2.5 watts at the transmitter antenna jack.

Unit shall be multi mode/group capable with at least 16 channels in each mode/group. *Minimum 500 channel capacity and minimum 8 character display*. Radio shall be able to be programmed in conventional analog mode (11K0F3E), and Conventional P25 Digital (8K10F1E), and Analog or Digital trunked mode. Acceptable Trunking formats are Motorola Type II, Harris P 25 Trunking, Motorola Astro 25 digital trunking, P25 trunking, Harris Provoice trunking, EDACS trunking, or other VITA approved trunking protocols/formats. LTR trunking or a similar technology is not an acceptable trunking format.

Unit to be capable of transmitting in all FCC Public Safety, Industrial Land, Business, and NPSPAC-Pre-Reband and Post Rebanded Public Safety frequencies, including the 800 MHz Band Plan frequencies as outlined in Part 90.613. This shall include all 25 KHz channels, 12.5 KHz offset channels and/or NPSPAC frequency assignments within 806-870 MHz range, inclusive. In addition, unit must be capable to operate in all relevant frequencies as denoted in FCC Parts:

—90.615, 90.617, 90.619, 90.529, and 90.531

Minimum frequency spread between frequencies without transmitter or receiver degradation shall be— 764-776, 851-870 MHz inclusive for the receiver; and 764-776, 794-805, 806-825 MHz inclusive for the transmitter in normal mode communications to the base/repeater station.

Unit shall come programmed from the factory with user frequencies, preferences and functionality. **Purchase order to specify frequency and technical parameters.** Unit shall have a flexible antenna and a minimum 1150 mAh rechargeable battery capable of operating at the rated output for a minimum of 8 hours, **based on** a 5%-5%-90% duty cycle (EIA). The radio shall have a leather carrying case or approved equivalent. Unit shall be capable of being used as a hand held portable with and without an external speaker/microphone.

Frequency stability on both receive and transmit to be ±.00015%. The normal operating temperature range shall range from (-30 C to +60 C) minimum.

There shall be no programming available to the operator or other unauthorized parties, either by external controls or other means.

Unit must meet or exceed the following MIL-STD-810F standard as described below:

MIL-STD-810F

Description	**Method**	**Procedures**
Low Pressure	500.4	I, II
High Temperature	501.4	I, II
Low Temperature	502.4	I or II
Temperature Shock	503.4	I, II
Solar Radiation	505.4	I
Rain	506.4	I, III
Humidity	507.4	
Salt Fog	509.4	
Dust	510.4	I, III
Vibration	514.5	I
Shock	516.5	I, IV

Unit to be similar to a trunked Harris P7350, trunked Motorola XTS 2500—Model II, or an approved equivalent.

State Manufacturer: _____

Model _____ $_____/each

Required Additional Features:

Item 2. - Charger, AC, Single unit.

Model_____ $_____/each

Item 3. - Battery, spare, same duty cycle as above.

Model_____ $_____/each

Item 4. – Extended Warranty, second year:.
A. Radio $_____/each
B. Charger, AC, single $_____/each

Item 5. – Extended Warranty, third year:
A. Radio $_____/each
B. Charger, AC, single $_____/each

Total, Items 1-5 $_____NO BID_____

SPECIFICATION #1-C
800 MHz BASE/REPEATER STATION
REMOTE AND TONE CONTROLLED
100 WATTS CONTINUOUS DUTY CYCLE
800 MHz P25 AND 800 MHz TRUNKED
SPECIFICATION AND BID SHEET

Item 1.Radio, two-way, 800 MHz. 806-825, 851-870 MHz remote station. The station model shall be tone controlled with a minimum R.F. power output 100 watts at the transmitter antenna jack. The station model shall also have the capability of being configured as a repeater station. Unit shall be Project 25 (P25) capable and shall be able to be trunked.

Radio shall be able to be programmed in Conventional P25 Digital (8K10F1E), and Digital trunked mode. Acceptable Trunking formats are Motorola Type II, Harris P 25 Trunking, Motorola Astro 25 digital trunking, P25 trunking, Harris Provoice trunking, EDACS trunking, or other VITA approved trunking protocols/formats. LTR trunking or a similar technology is not an acceptable trunking format.

The Base station shall have a 16-channel capability with channel 1 active. Unit shall come programmed from the factory with user frequencies, preferences and functionality. **Purchase order to specify frequency and technical parameters.** Channel 2 shall be blank or as specified on purchase order. Unit to be capable of transmitting in all FCC Public Safety, Industrial Land, Business, and NPSPAC-Pre-Reband and Post Rebanded Public Safety frequencies. Unit shall include all 25 KHz channels, 12.5 KHz offset channels and/or NPSPAC frequency assignments, including the 800 MHz Band Plan frequencies as outlined in Part 90.613. In addition, unit must be capable to operate in all relevant frequencies as denoted in FCC Parts:

—90.615, 90.617, 90.619, 90.529, and 90.531

Minimum frequency spread between frequencies without transmitter or receiver degradation shall be 851 - 870 MHz inclusive for the transmitter; and 806 - 825 MHz inclusive for the receiver.

Shall have squelch monitor switch and A.C. line surge protection. Radio shall be equipped with a device which disables the transmitter after a period of between 60 to 90 seconds and provides the operator with a visual and/or an audible indication that disabling has occurred. Unit shall have the capability to be equipped with a Tone remote. Shall be mounted in an indoor floor mounted cabinet with a minimum height of 33 inches tall and 20 inches wide. Unit shall also house the power supply built into the cabinet. Space permitting, the unit shall also house the Duplexer. Unit shall have a frequency stability on both transmit and receive of ±.0002%. The normal operating temperature range shall range from (-30 C to +60 C). This station shall have the capability of being configured with Tone Remote functionality and hardware.

Base/Repeater Station to be similar to a P-25 trunked Harris Mastr V 800 MHz Base/Repeater station, P-25 trunked Motorola GTR 8000 Base/Repeater station, or approved equivalent.

State Manufacturer:_____

Model_____ $_____/each

Required Additional Features:

Item 2. - Antenna, omnidirectional, unity gain with mounting clamps. DB-580 or approved equivalent.

Model_____ _____/each

Item 3. - Duplexer for use with above repeater. (45 Mhz frequency separation)

Model_____ $_____/each

Item 4. - Cable, 7/8" jacketed heliax type, 50 Ohms impedance, copper inner and outer conductors.

Model_____ $_____/each

Item 5. - Connector, kit for use with above heliax cable.

Model_____ $_____/each

Item 6. - Ground, strap kit.

Model_____ $_____/each

Item 7. - Console, remote, tone controlled, for use with above station. Console to have volume control, continuous tone control squelch monitor switch, desk microphone, and control line and power line surge protection.

Model_____ $_____/each

A. Handset Operation $_____/each
B. Intercom $_____/each
C. Repeater, On-Off Control $_____/each
D. 12/24 Hour Clock $_____/each
E. Parallel Transmit Indicator with Notch Filter $_____/each
F. Supervisor Control $_____/each
G. Wall mount Bracket $_____/each
H. DTMF encoder with keypad $_____/each

Item 8.- Panel, remote, tone controlled, for above repeater with continuous tone control squelch monitor function, repeater disable function, intercom, and phone line surge protection.

Model_____ $_____/each

Item 9.- Extended Warranty, second year:

A. Repeater with duplexer $_____/yr.
B. Console, remote, tone controlled $_____/yr.
C. Deskset, remote, tone controlled $_____/yr.

Item 10.- Extended Warranty, third year:

A. Repeater with duplexer $_____/yr.
B. Console, remote, tone controlled $_____/yr.
C. Deskset, remote, tone controlled $_____/yr.

Item 11.- I.D., automatic, CW.

Model_____ $_____/each

Item 12.- Test speaker and microphone.

Model_____ $_____/each

Item 13.- Deskset, tone controlled, for use with above station. Unit to have volume control, handset, power line and phone line surge protection.

Model_____ $_____/each

1. Notch filter $_____/each
2. Parallel Transmit Light $_____/each

Item 14.- DTMF decoder

Model_____ $_____/each

Item 15.- Digital CTCSS

Model_____ $_____/each

Total, Items 1-15 $_____NO BID_____

SPECIFICATION #1-D
MULTI-BAND RADIO, PORTABLE
SPECIFICATION AND BID SHEET

Radio, two-way, BAND 1—VHF (150-174 MHz), and BAND 2—UHF (450-470 MHz), BANDS 3 & 4—700/800 MHz Public Safety764-776, 794-805, 806-825 (Transmit) / 764-776, 851-870 MHz (Receive) Portable, minimum transmitter output power in all bands shall be 2.5 watts at the transmitter antenna jack. Unit shall be multi mode/group capable with at least 16 channels in each mode/group. *Minimum 500 channel capacity and minimum 8 character display*

Portable Unit shall be able to receive and transmit in the analog mode, or P25 mode, or digital emissions, or other approved emissions and technologies. Unit may also provide communications in a trunked or simulcast environment. .

Above unit must fully operate within in one of the stated bands below 512 MHz and one of the stated bands above 512 MHz to be considered in this lot.

Suggested emissions are 11K0F3E and 8K10F1E, however other emission mask will be also considered. Units may also be capable of Wide Band operations (similar to 20K0F3E or 16K0F3E emissions on a 25 KHz Channel) until wideband operations are prohibited by FCC policy. Once the FCC prohibition of wideband models becomes effective, radio models capable of Wideband operations may continue to remain on contract provided that the Wideband mode capability is stripped from the radio by the factory and unable to be reinserted by the dealer and/or user.

Unit shall come programmed from the factory with user frequencies, preferences and functionality. **Purchase order to specify frequency and technical parameters.** Portable unit shall have a flexible antenna and a minimum 2900 mAh rechargeable battery capable of operating at the rated output for a minimum of 8 hours, **based on** a 5%-5%-90% duty cycle (EIA). The portable radio shall have a leather carrying case or approved equivalent. Portable unit shall be capable of being used as a hand held portable with and without an external speaker/microphone.

The normal temperature operating range shall range from (-30 C to +60 C) minimum.

There shall be no programming available to the operator or other unauthorized parties, either by external controls or other means.

Unit must meet or exceed the following MIL-STD-810F standard as described below:

MIL-STD-810F

Description	**Method**	**Procedures**
Low Pressure	500.4	I, II
High Temperature	501.4	I, II
Low Temperature	502.4	I or II
Temperature Shock	503.4	I, II
Solar Radiation	505.4	I
Rain	506.4	I, III
Humidity	507.4	
Salt Fog	509.4	
Dust	510.4	I, III
Vibration	514.5	I
Shock	516.5	I, IV

Unit to be similar to a Harris XG-100P Multiband Portable with Keypad Motorola APX7000 Dual Display Model with Keypad—Multiband Portable, or an approved equivalent.

State Manufacturer: _____

Model _____ $_____/each

Required Additional Features:

Item 2. - Charger, AC, Single unit.

Model_____ $_____/each

Item 3. - Battery, spare, same duty cycle as above.

Model_____ $_____/each

Item 4. – Extended Warranty, second year:
A. Radio $_____/each
B. Charger, AC, single $_____/each

Item 5. – Extended Warranty, third year:
A. Radio $_____/each
B. Charger, AC, single $_____/each

Total, Items 1-5 $_____NO BID_____

MARKET BASKET #1 EVALUATION CALCULATION

Specification #	Total ($)	Evaluation Quantity	Extended Total
1-A		20	
1-B		20	
1-C		1	
1-D		20	
		Grand Total, Market Basket #1	NO BID

SPECIFICATION #2-A
MOBILE RADIOS - HIGH BAND - WIDE SPACED - FRONT MOUNT
SPECIFICATION AND BID SHEET

Item 1 Radio, two-way VHF (150-174MHz) mobile front mount, minimum transmitter output power 40 watts. Radio shall be able to communicate in conventional analog mode. Unit shall be 100 % compatible with convention analog mode communications, excluding secure encrypted mode communications.

Shall have a minimum of sixteen (16) operator-selected "channels," each of which shall consist of a combination of one of sixteen radio frequencies and any combination of CTCSS frequencies or carrier only (no CTCSS). Minimum 8 character alphanumeric display. Unit to be capable of Transmitting and Receiving all FCC Part 90.20 and Part 90.35—15 KHz and 7.5 KHz frequency assignments within 150-174 MHz inclusive.

Unit shall be primarily capable of Narrowband Analog operations (Emissions similar to 11K0F3E on a 7.5 KHz or 15 KHz channel). Units will also be capable of Wide Band operations (similar to 20K0F3E or 16K0F3E emissions on a 15 KHz Channel) until wideband operations are prohibited by FCC policy. Once the FCC prohibition of wideband models becomes effective, radio models capable of Wideband operations may continue to remain on contract provided that the Wideband mode capability is stripped from the radio by the factory and unable to be reinserted by the dealer and/or user. Units may also contain emission capabilities of less than 11K0F3E bandwidths provided that Narrowband Analog mode (11K0F3E emission) is considered as the primarily mode and offering.

Unit shall be capable of transmitting and receiving on all NTIA (National Telecommunications and Information Administration) interoperability channels assigned to public safety. Minimum spread between frequencies without degradation shall be 24.0 megahertz transmit and 24.0 megahertz receive. Frequency stability on transmit and receive shall be $\pm$ 0.00025%. Normal operations of radio equipment and factory specifications shall be consistent over the temperature range of (-30 to +60 C). Purchase order to specify radio and CTCSS frequencies. Unit shall come programmed from the factory with user frequencies, preferences and functionality. Unit shall be capable of having the channel configuration programmed or reprogrammed as to radio and CTCSS tone frequency, in the field using an external programming device available from the successful bidder. There shall be no capability of such programming available to the operator or other unauthorized parties, either by external controls or other means. Radio shall be equipped with a device which disables the transmitter after a period of between 60 to 90 seconds and provides the operator with audible indication that disabling has occurred. Receiver shall have a minimum audio output of 3 watts at 10% distortion or less.

Unit shall have built into the circuitry some method of holding the programmed memory when the unit is disconnected from the vehicle battery operation. **Unit must**

meet or exceed the MIL-STD-810E or MIL-STD-810F standard as described below:

MIL-STD-810E

Description	Method	Procedures
Low Pressure	500.3	II
High Temperature	501.3	I and II
Low Temperature	502.3	I or II
Temperature	503.3	I
Solar Radiation	505.3	I or II
Rain	506.3	I, II
Humidity	507.3	II
Salt Fog	509.3	I
Dust	510.3	I
Vibration	514.4	I Category 10
Shock	516.4	I

MIL-STD-810F

Description	Method	Procedures
Low Pressure	500.4	I, II
High Temperature	501.4	I, II
Low Temperature	502.4	I or II
Temperature Shock	503.4	I, II
Solar Radiation	505.4	I
Rain	506.4	I, III
Humidity	507.4	
Salt Fog	509.4	
Dust	510.4	I, III
Vibration	514.5	I
Shock	516.5	I, IV

Unit to be similar to a Vertex VX-2200/VHF, Vertex VX-4000/VHF, Harris M7100ip (VHF) mobile, Kenwood TK-7150, TK-790, Tait TM-8115(B1-50 Watt VHF unit), or approved equivalent.

State Manufacturer: _____**KENWOOD**_____

Model ___**TK-7180HK**_____ $_____**$502.60**_____/each

Required Additional Features:

Item 2 Scan, multi-channel, (1) priority shall follow the channel selection, (2) a separate switch shall be provided to disable this scan function entirely and (3) channels to be scanned shall be individually selected by the operator.

Model ____**INCLUDED**_____ $_**INCLUDED**____/each

Item 3 Approved 3dB gain base loaded antenna.

Model __**A1813A-44/MBUL-06**_____ $__**55.55**_____/each.

Item 4 Extended Warranty, 12 months, year 2 $_**INCLUDED**

Item 5 Extended Warranty, 12 months, year 3 $_**INCLUDED**

Total, Items 1-5 $_____558.15_____

SPECIFICATION #2-B
PORTABLES, HIGH BAND,
4 WATTS, SYNTHESIZED
SPECIFICATION AND BID SHEET

Item 1. Radio, two-way, VHF (150-174 MHz), portable, minimum R.F. Power output 4.2 watts appearing at the transmitter antenna or external antenna jack. Unit shall be multi mode/group capable with at least 16 channels in each mode/group. *Minimum 300 channel capacity and minimum 8 character display*. Purchase order to specify the frequencies to be used. Radio shall be able to communicate in conventional analog mode. Unit must be 100 % compatible with conventional analog mode communications, excluding secure encrypted mode communications.

Purchase order to specify the frequencies to be used. Unit shall have a flexible antenna, and a minimum 1150 mAh rechargeable battery capable of operating at the rated output for a minimum of 8 hours, based on a 5%-5%-90% duty cycle (EIA). Unit to be capable of Transmitting and Receiving all FCC Part 90.20 and Part 90.35—15 KHz and 7.5 KHz frequency assignments within 150-174 MHz inclusive.

Unit shall be primarily capable of Narrowband Analog operations (Emissions similar to 11K0F3E on a 7.5 KHz or 15 KHz channel). Units will also be capable of Wide Band operations (similar to 20K0F3E or 16K0F3E emissions on a 15 KHz Channel) until wideband operations are prohibited by FCC policy. Once the FCC prohibition of wideband models becomes effective, radio models capable of Wideband operations may continue to remain on contract provided that the Wideband mode capability is stripped from the radio by the factory and unable to be reinserted by the dealer and/or user. Units may also contain emission capabilities of less than 11K0F3E bandwidths provided that Narrowband Analog mode (11K0F3E emission) is considered as the primarily mode and offering.

Unit shall be capable of transmitting and receiving on all NTIA (National Telecommunications and Information Administration) interoperability channels assigned to public safety

Unit shall come programmed from the factory with user frequencies, preferences and functionality. The unit shall have a leather carrying case or approved equivalent. Unit shall be capable of being used as a hand held portable with and without an external speaker/microphone.

Frequency stability on both receive and transmit to be ±.0005%. Normal operations of radio equipment and factory specifications shall be consistent over the temperature range of (-30 to +60 C).

Unit shall be capable of having the channel configuration programmed or reprogrammed as to radio and CTCSS tone frequency in the field using an external programming device available from the successful bidder.

There shall be no capability of such programming available to the operator or other unauthorized parties, either by external controls or other means. Receiver frequency spread to be full band with no degradation. Transmitter frequency spread to be full band with no degradation. *Minimum height of unit without any attachments shall be 4.9 inches.*

Unit must meet or exceed MIL-STD-810 E or MIL-STD-810F standard as described below:

MIL-STD-810E

Description	Method	Procedures
Low Pressure	500.3	II
High Temperature	501.3	I and II
Low Temperature	502.3	I or II
Temperature	503.3	I
Solar Radiation	505.3	I or II
Rain	506.3	I, II
Humidity	507.3	II
Salt Fog	509.3	I
Dust	510.3	I
Vibration	514.4	I Category 10
Shock	516.4	I

MIL-STD-810F

Description	Method	Procedures
Low Pressure	500.4	I, II
High Temperature	501.4	I, II
Low Temperature	502.4	I or II
Temperature Shock	503.4	I, II
Solar Radiation	505.4	I
Rain	506.4	I, III
Humidity	507.4	
Salt Fog	509.4	
Dust	510.4	I, III
Vibration	514.5	I
Shock	516.5	I, IV

Unit to be similar to a TAIT TP-8120 (VHF), Kenwood TK-2180, Harris P-7100 (VHF), Vertex VX-924/974 (VHF), or approved equivalent.

State Manufacturer ___KENWOOD_____

Model____**TK-2180**_____ $_____**482.13**___/each
Includes KNB-54N Battery, KRA-26M Antenna, KLH-122 Leather Carry Case

Required Additional Features:

Item 2. - Charger, AC, Single unit.

Model___**KSC-32**_____ $____**49**_____/each

Item 3 - Battery, spare, same duty cycle as above.

Model__**KNB-54N**_____ $____**61.25**_____/each

Item 4 - Extended Warranty, 12 months, Second Year:
A. Radio $ **INCLUDED**____/each
B. Charger, AC, single $_**30**_____/each

Item 5 - Extended Warranty, 12 months, Third Year:
A. Radio $ **INCLUDED**/each
B. Charger, AC, single $_**45**_____/each

Total, Items 1-5 $__667.38_____

SPECIFICATION #2-C
MOBILE RADIOS - UHF - WIDE SPACED - FRONT MOUNT
SPECIFICATION AND BID SHEET

Item 1 Radio, two-way UHF (450-470 MHz) mobile front mount, minimum transmitter output power 40 watts appearing at the antenna jack. Band-split of radio shall be at least 20 MHz wide. Radio shall be able to communicate in conventional analog mode. Unit must be 100 % compatible with convention analog mode communications, excluding secure encrypted mode communications.

Unit shall be multi mode/group capable with at least 16 channels in each mode/group. Minimum 250 channel capacity and minimum 8 character display. Radio shall have a minimum of 250 operator selected "channels," each of which shall consist of a combination of radio frequencies and any combination of CTCSS frequencies or carrier only (no CTCSS). Unit shall contain a microphone and all mounting hardware. Unit shall be primarily capable of Narrowband Analog operations (Emissions similar to 11K0F3E on a 12.5 KHz or 25 KHz channel). Units will also be capable of Wide Band operations (similar to 20K0F3E or 16K0F3E emissions on a 25 KHz Channel) until wideband operations are prohibited by FCC policy. Once the FCC prohibition of wideband models becomes effective, radio models capable of Wideband operations may continue to remain on contract provided that the Wideband mode capability is stripped from the radio by the factory and unable to be reinserted by the dealer and/or user. Units may also contain emission capabilities of less than 11K0F3E bandwidths provided that Narrowband Analog mode (11K0F3E emission) is considered as the primarily mode and offering.

Unit shall come programmed from the factory with user frequencies, preferences and functionality. Minimum spread between frequencies without degradation shall be 20.0 megahertz transmit and 20.0 megahertz receive. Frequency stability on transmit and receive shall be ±0.0003%. The normal operating temperature range shall range from (-30 C to +60 C). Purchase order to specify radio and CTCSS frequencies. Unit shall be capable of having the channel configuration programmed or reprogrammed as to radio and CTCSS tone frequency, in the field using an external programming device available from the successful bidder. There shall be no capability of such programming available to the operator or other unauthorized parties, either by external controls or other means. Radio shall be equipped with a device which disables the transmitter after a period of between 60 to 90 seconds and provides the operator with a visual and/or an audible indication that disabling has occurred. Receiver shall have a minimum audio output of 4 watts at 10% distortion or less. Unit shall have built into the circuitry some method of holding the programmed memory when the unit is disconnected from the vehicle battery. **Unit must meet or exceed the MIL-STD-810E or MIL-STD-810F standard as described below:**

MIL-STD-810E

Description	**Method**	**Procedures**
Low Pressure	500.3	II
High Temperature	501.3	I and II
Low Temperature	502.3	I or II
Temperature	503.3	I
Solar Radiation	505.3	I or II
Rain	506.3	I, II
Humidity	507.3	II
Salt Fog	509.3	I
Dust	510.3	I
Vibration	514.4	I Category 10
Shock	516.4	I

MIL-STD-810F

Description	**Method**	**Procedures**
Low Pressure	500.4	I, II
High Temperature	501.4	I, II
Low Temperature	502.4	I or II
Temperature Shock	503.4	I, II
Solar Radiation	505.4	I
Rain	506.4	I, III
Humidity	507.4	
Salt Fog	509.4	
Dust	510.4	I, III
Vibration	514.5	I
Shock	516.5	I, IV

Unit to be similar to a TAIT TM-8255(H7)—(UHF unit), Vertex 5500 (UHF), Vertex 6000 (UHF), Kenwood TK-8180H, Harris 7100ip (UHF), or an approved equivalent.

State Manufacturer: ___**KENWOOD**_____

Model ____**TK-8180HK**_____ $___**514.50**_____/each

Required Additional Features:

Item 2 Scan, multi-channel (1) priority shall follow the channel selection, (2) a separate switch shall be provided to disable this scan function entirely and (3) channels to be scanned shall be individually selected by the operator.

Model ____**INCLUDED**_____ $__**INCLUDED**_____/each

Item 3 Approved ¼ wave unity gain antenna.

Model_**A1211A-450/MBUL-06** $___**27.23**_____/each

Item 4 Extended Warranty for second year: $__**INCLUDED**_____

Item 5 Extended Warranty for third year: $__**INCLUDED**_____

Total, Items 1-5 $___541.73_____

SPECIFICATION #2-D
UHF BAND, LOW POWER REPEATER STATION,
25 WATTS
CONTINUOUS DUTY CYCLE @ 25 WATTS
SPECIFICATION AND BID SHEET

Item 1 Radio, two-way, UHF (450-470 MHz). Unit may be rack mounted **OR** a Desktop Repeater station, with local control. Minimum R.F. power output shall be 25 watts at the antenna jack. Unit shall have a minimum continuous duty cycle rating @ 25 watts. Unit shall be able to receive and transmit in the analog mode and shall be 100 % compatible with convention analog mode communications, excluding encrypted mode communications.

Purchase order to specify frequency. Unit to be capable of Transmitting and Receiving all FCC Part 90.20 and Part 90.35—25 KHz and 12.5 KHz frequency assignments within 450-470 MHz inclusive. Unit shall be primarily capable of Narrowband Analog operations (Emissions similar to 11K0F3E on a 12.5 KHz or 25 KHz channel). Units will also be capable of Wide Band operations (similar to 20K0F3E or 16K0F3E emissions on a 25 KHz Channel) until wideband operations are prohibited by FCC policy. Once the FCC prohibition of wideband models becomes effective, radio models capable of Wideband operations may continue to remain on contract provided that the Wideband mode capability is stripped from the radio by the factory and unable to be reinserted by the dealer and/or user. Units may also contain emission capabilities of less than 11K0F3E bandwidths provided that Narrowband Analog mode (11K0F3E emission) is considered as the primarily mode and offering.

Unit shall come programmed from the factory with user frequencies, preferences and functionality. Minimum spread between frequencies without degradation shall be 20.0 megahertz transmit and 20.0 megahertz receive. Shall have continuous tone control squelch at a frequency to be specified on purchase order and a continuous tone control squelch monitor switch, and A.C. line surge protection. Radio shall be equipped with a device which disables the transmitter after a period of between 60 to 90 seconds and provides the operator with a visual and/or an audible indication that disabling has occurred. Unit shall have desk microphone and be mounted in a desk top cabinet with power supply built into the cabinet. Unit shall have a frequency stability on both transmit and receive of +.00025%. The normal operating temperature range shall range from (-30 C to +60 C). **Unit to be similar to a Vertex VXR-7000 UHF, TAIT TB-7100(H6)—UHF unit), Kenwood TKR-850 or approved equivalent.**

State Manufacturer:__**KENWOOD**_____

Model___**TKR-8510PSD**_____ $___**1,806.70**_____/each
Includes KSGMT3001 Desktop Enclosure, and KMC-9C Desk Microphone

Required Additional Features:

Item 2. - Transmitter frequency determining device for each additional channel.

Model_____**INCLUDED**_____ $___**INCLUDED**_____/each

Item 3. - Receiver frequency determining device for each additional channel.

Model___**INCLUDED**_____ $___**INCLUDED**_____/each

Item 4. - Approved groundplane antenna, with mounting clamps, omnidirectional, unity gain.

Model_**BSL450U-C/BSLLMNT2** $____**220.50**_____/each

Item 5. - Cable, 7/8" Jacketed heliax type, 50 Ohms impedance, copper inner and outer conductors.

Model__**KSGT300401**_____ $_____**5.60**_____/each

Item 6. - Connector kit, for above heliax cable.

Model__**KSGT393905**_____ $_____**68.60**_____/each

Item 7. - Ground strap kit.

Model__**KSGT227147**_____ $_____**252.00**_____/each

Item 8. – Extended Warranty second year: $___**INCLUDED**__

Item 9. – Extended Warranty third year: $____**211.00**_____

Total, Items 1-9 **$_____2,564.40**_____

SPECIFICATION #2-E
PORTABLES, UHF BAND,
4 WATTS, SYNTHESIZED
SPECIFICATION AND BID SHEET

Item 1. Radio, two-way, UHF (450-470 MHz), portable; minimum R.F. power output 4 watts at the antenna connector/jack. Unit shall be able to receive and transmit in the analog mode and shall be 100 % compatible with convention analog mode communications, excluding secure encrypted mode communications.

Unit shall be multi mode/group capable with at least 16 channels in each mode/group. *Minimum 300 channel capacity and minimum 8 character display*. Purchase order to specify the frequencies to be used. Unit to be capable of Transmitting and Receiving all FCC Part 90.20 and Part 90.35—25 KHz and 12.5 KHz frequency assignments within 450-470 MHz inclusive.

Unit shall be primarily capable of Narrowband Analog operations (Emissions similar to 11K0F3E on a 12.5 KHz or 25 KHz channel). Units will also be capable of Wide Band operations (similar to 20K0F3E or 16K0F3E emissions on a 25 KHz Channel) until wideband operations are prohibited by FCC policy. Once the FCC prohibition of wideband models becomes effective, radio models capable of Wideband operations may continue to remain on contract provided that the Wideband mode capability is stripped from the radio by the factory and unable to be reinserted by the dealer and/or user. Units may also contain emission capabilities of less than 11K0F3E bandwidths provided that Narrowband Analog mode (11K0F3E emission) is considered as the primarily mode and offering.

Unit shall come programmed from the factory with user frequencies, preferences and functionality. Unit shall have a flexible antenna, and a minimum 1150 mAh rechargeable battery capable of operating at the rated output for a minimum of 8 hours **based on** a 5%-5%-90% duty cycle (EIA). The radio shall have a leather carrying case or approved equivalent. Unit shall be capable of being used as a hand held portable with and without an external speaker/microphone. Frequency stability on both receive and transmit to be ±.0003%. The normal temperature operating range shall range from (-30 C to +60 C). Unit shall be capable of having the channel configuration programmed or reprogrammed as to radio and CTCSS tone frequency in the field using an external programming device available from the successful bidder. There shall be no capability of such programming available to the operator or other unauthorized parties, either by external controls or other means. Receiver frequency spread to be full band with no degradation. Transmitter frequency spread to be full band with no degradation.

Minimum height of unit without any attachments shall be 4.9 inches.

Unit must meet or exceed MIL-STD-810E or MIL-STD-810F standard as described below:

MIL-STD-810E

Description	**Method**	**Procedures**
Low Pressure	500.3	II
High Temperature	501.3	I and II
Low Temperature	502.3	I or II
Temperature	503.3	I
Solar Radiation	505.3	I or II
Rain	506.3	I, II
Humidity	507.3	II
Salt Fog	509.3	I
Dust	510.3	I
Vibration	514.4	I Category 10
Shock	516.4	I

MIL-STD-810F

Description	**Method**	**Procedures**
Low Pressure	500.4	I, II
High Temperature	501.4	I, II
Low Temperature	502.4	I or II
Temperature Shock	503.4	I, II
Solar Radiation	505.4	I
Rain	506.4	I, III
Humidity	507.4	
Salt Fog	509.4	
Dust	510.4	I, III
Vibration	514.5	I
Shock	516.5	I, IV

Unit to be similar to a TAIT TP-8120 (UHF), Kenwood TK-3180, Harris P-7150ip (UHF), Vertex VX-924/974 (UHF) or approved equivalent.
State Manufacturer KENWOOD_____

Model___**TK-3180**_____ $__**494.03**_____/each
Includes KNB-54N Battery, KRA-27M Antenna, KLH-122 Leather Carry Case

Required Additional Features:

Item 2. - Charger, AC, Single unit.

Model___**KSC-32**_____ $____**49.00**____/each

Item 3. - Battery, spare, same duty cycle as above.

Model__**KNB-54N**_____ $___**61.25**____/each

Item 4. - Extended Warranty, second year.

A. Radio $_**INCLUDED**___/each
B. Charger, AC, single $___**30.00**_____/each

Item 5. - Extended Warranty, third year:

A. Radio $_**INCLUDED** __/each
B. Charger, AC, single $____**45.00**_____/each

Total, Items 1-5 $_____679.28_____

MARKET BASKET #2 EVALUATION CALCULATION

Specification #	Total ($)	Evaluation Quantity	Extended Total
2-A	558.15	10	5,581.50
2-B	667.38	25	16,684.50
2-C	514.50	10	5,145.00
2-D	2564.40	1	2,564.40
2-E	679.28	25	16,982.00
		Grand Total, Market Basket #2	46,957.40

CONTRACTUAL TERMS and CONDITIONS

1. SCOPE OF CONTRACT

The following paragraphs contain the contractual terms and conditions under which Supplier agrees to sell the *radio and telecommunications equipment, antennas and accessory items (Hardware or Equipment or Product) and Services* identified in this Contract, effective as of the date set forth on the signature page of this Contract ("Effective Date" or "Award Date"). All Hardware includes any software or firmware inherent to its operation. This Contract or Agreement between the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State" or "VITA" (Virginia Information Technologies Agency) and Supplier is established on the behalf of, and may be used by, Agencies, Institutions, and other public bodies as defined in §2.2-4301 of the Virginia Public Procurement Act ("VPPA"), hereinafter referred to as "Authorized Users".

The functional and technical requirements of the Equipment and Services to be acquired are described in detail in Invitation for Bids 2012-05.

2. INCORPORATED CONTRACTUAL PROVISIONS

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, that are hereby incorporated by reference:
http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf

The contractual claims provision at §2.2-4363 of the Code of Virginia and the required eVA provisions at http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf are also incorporated by reference.

The then-current contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to all orders placed under this Contract that are partially or wholly funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and are hereby incorporated by reference: http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_Cs_Rev3.pdf

The terms and conditions in the document posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

3. ORDERS

Supplier is required to accept any order placed through the eVA electronic procurement website portal (http://www.eva.state.va.us). eVA is the Commonwealth of Virginia's total electronic procurement solution. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

i). Purchase Order (PO): An official PO form issued by an Authorized User.

ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Equipment and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract.

4. SYSTEM ORDERS

Supplier shall NOT introduce additional Terms or Conditions with any Order, UNLESS the Order qualifies as a "System Order" requiring execution of a Statement of Work (SOW) and a quote for custom pricing for Equipment.

For an Order to qualify as a System Order, Supplier or Authorized User must obtain **prior written approval from VITA** to initiate the Request for Quote process ***AND ALL*** *of the following criteria* ***MUST*** *be met*:

i). System proposed to be delivered MUST comply with Governor's Interoperability Plan for 2015.

ii). Supplier or Authorized User MUST show documentation that System is part of some documented regional plan/regional vision entailing integration or interoperability with other public bodies or jurisdictions outside Authorized User's borders.

iii). "Normal" Contract cost of included Radio Equipment (EXCLUDING services, towers, miscellaneous materials and supplies, and anything NOT specifically called out in the Pricing Schedule) with standard contractual discount applied must exceed $100,000 before application of additional/non-standard custom discounts.

iv). All existing and proposed site locations MUST be properly licensed by the Federal Communications Commission (FCC). Base, repeater and fixed locations are to be licensed as permanent locations. FCC temporary Licenses, authorizations, or locations, do not count as permanent locations.

v). Where applicable, MUST meet Federal Aviation Administration (FAA) requirements.

vi). Vendor must show and satisfy VITA-PSC (Public Safety Communications branch) that system serves and is in the public interest.

vii). Proposed delivered System must meet at least three (3) of the following five (5) criteria:

- Implements High Functionality – Proposed delivered System includes actual implementation of functionality beyond basic transmit/receive, *including three or more of the following*: IP integration, gateways, simulcasting, trunking, L2R, GPS tracking with remote management of field units, OTAR, OTAP, integration with expanded feature sets within subscriber units, or other advanced functions/features as approved in advance by VITA. VITA reserves the right to add functionality to this list at any time.
- Integrates at least 7 sites or adds three (3) or more new sites.
- Requires new tower construction or sharing agreement(s).
- Includes at least 250 new subscriber units.
- Incorporates at least 7 additional base stations and/or repeater stations.

Only after the above criteria have been met to VITA's satisfaction as evidenced by VITA's written approval, and in response to an Authorized User's Request for Quote, Supplier may attempt to negotiate a Statement of Work with the Authorized User and issue a Statement of Work (SOW)-based "not-to-exceed" quote with line item pricing more heavily discounted than that set forth in the Pricing Schedule.

5. SUPPLIER QUOTE AND REQUEST FOR QUOTE

Should an Authorized User determine that a new, situation-specific competitive process is required to ensure it receives the best value on a high-volume, high value Order totaling more than $70,000 before any special, RFQ-based discounts are applied, such Authorized User may, on a case-by-case basis and upon prior written approval from VITA, use a Request for Quote (RFQ) process to obtain Equipment and Services provided by Supplier pursuant to this Contract. The RFQ process is typically used when an Authorized User requires a complete solution that may be fulfilled by Equipment and Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. When an RFQ is used, the project timing and requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications using Equipment and Services pursuant to this Contract.

In cases where the RFQ process is invoked, the Authorized User will issue an RFQ describing its requirements to Suppliers, and Suppliers will provide, at their discretion, within the timeframe specified in the RFQ, a detailed quote. Any quote submitted to the Authorized User as a result of this process shall include (a) a detailed description of each item proposed, at the Exhibit A line item level, (b) the quantity of each such item, (c) the contract price, (d) any additional percentage discount offered, and (e) an extended/total price.

Generally, the Authorized User will select the supplier offering the lowest total cost proposal. However, non-price factors may be included in the evaluation criteria for a given RFQ. Any purchase from Supplier that is a result of the RFQ process shall be subject to the terms and conditions specified in this Contract and any subsequent modifications. Additional terms and conditions may be requested or mandated within the RFQ document. Additionally, Supplier and Authorized User may, upon prior written approval from VITA to execute a System Order, negotiate a project-specific Statement of Work (SOW) substantially in the form of Exhibit F. To the extent that any terms and conditions of the RFQ or SOW are inconsistent with the terms and conditions of this Contract, the terms and conditions of this Contract shall supersede.

6. TRANSPORTATION AND PACKAGING

All contract prices are FOB Destination. All shipments to the Authorized User's site(s) shall be made at the Supplier's expense. The Supplier shall make all arrangements for transportation and shall notify the Authorized User upon shipment. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

7. DELIVERY AND INSTALLATION

The Supplier shall deliver the requested Equipment or Services ready for use by the date (day, month, year) identified as required in the General Requirements, not to exceed 60 days ARO.

When requested in an Order for new Equipment, Supplier shall program and configure all programmable and configurable equipment with the Authorized User's preferred configurations, frequencies, features and functionality prior to delivery at no additional charge.

When requested in an Order, Equipment shall be installed by the Supplier at the installation price bid within the timeframe identified as required in the General Requirements, not later than 60 days ARO, as mutually agreed upon by Supplier and Authorized User. Supplier shall provide product demonstrations, when requested, at no additional charge.

Any amendment by VITA to this Contract or any part thereof, may require the establishment of a new mutually agreed-upon required delivery date. VITA or any Authorized User may delay the installation date by notifying the Supplier at least ten (10) days before the required installation date.

If the Equipment, software or services is/are not delivered/installed within the time specified in the General Requirements, the Commonwealth reserves the right to cancel the award of this Contract and/or terminate this Contract for default without further obligation, and award the solicitation to the next responsive and responsible bidder.

Neither the Supplier nor the Authorized User shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

8. NEW EQUIPMENT AND SUBSTITUTE EQUIPMENT

Unless otherwise requested in the specifications, all equipment furnished under this Contract shall be new, unused and in current production.

During the term of this Contract, the Supplier is not authorized to substitute any item for that Equipment identified in the Schedule without the written permission of the VITA Contract Manager. Violation of this condition shall be considered grounds for termination of the Contract.

If a contract item is discontinued or otherwise unavailable, Supplier shall offer a comparable model, approved by the VITA Contract Manager as being materially equivalent in capabilities, features, functions, and physical dimensions, at a price not to exceed that of the discontinued or unavailable model prior to discontinuation.

Supplier shall make available new replacement parts for repair of all equipment on this contract. All parts for the equipment furnished must be available for a period of at least five (5) years from the date of contract termination. All parts used in the repair of radio equipment furnished under this contract

must be the exact replacement part specified and supplied by the manufacturer. Any exception necessary because of part unavailability or other unusual situation must have prior approval of the VITA radio engineer (or designee) in the case of COV state agencies and institutions, or the purchaser in the case of other Authorized Users. It is preferred that new or approved replacement parts be available for all equipment for at least five (5) years from the date such equipment becomes outdated, obsolete, discontinued or superseded.

9. SITE PREPARATION

Equipment environmental specifications, if required, for the equipment to be delivered under this Contract shall be furnished in writing by the Supplier upon award. These specifications shall be in such detail to ensure that the equipment to be installed shall operate efficiently from the point of view of environment.

The Authorized User shall prepare the site at its own expense and in accordance with the equipment environmental specifications provided by the Supplier.

10. FAILURE TO DELIVER

In the event the Supplier fails for any reason to deliver in a timely manner or according to Contract terms the items set forth in the Schedule, the Authorized User, at its own discretion, may give Supplier oral or written notice of such breach. Once notice by the Authorized User is sent or given, the Authorized User may immediately procure the items from another source. Once the Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the Authorized User may charge-back Supplier, in which case Supplier agrees to reimburse the Authorized User for any difference in cost between the original Contract price and the Authorized User's costs to cover from the alternate source. In no event shall the Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of the Authorized User's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Authorized User or VITA may have under this Agreement and the laws of the Commonwealth of Virginia.

11. INSPECTION, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All materials, Equipment and Services are subject to inspection and testing by the Authorized User and any that does not meet or exceed the specifications or other requirements of the Contract may be rejected. The Authorized User has no duty to accept non-conforming goods or goods damaged in transit; therefore, if upon verification by customer, within 30 days of delivery, the goods are found to be non-conforming or damaged in transit, Supplier agrees to replace those goods with conforming, undamaged goods at no cost to the Authorized User. This provision does not diminish any of the warranties given by Supplier. If the Supplier's materials, Equipment or Services fail to meet the Contract specifications or other requirements, including the specifications of the brand name, or those required by the Supplier's own technical documentation, then the same may be rejected and returned to the Supplier. The Authorized User may require a replacement to be provided or may avail itself of the remedies for breach.

The Supplier shall take whatever action is necessary to conform the materials, Equipment or Services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Supplier's failure to do so shall constitute breach of Contract for which the Commonwealth may exercise the remedies provided in the section herein entitled "Termination and Cancellation," in addition to and not in lieu of any other remedies available under Virginia law.

12. TITLE

All deliveries shall be f.o.b. destination with all freight charges paid by the Supplier. Title to the Equipment will pass to the Authorized User upon delivery. Title to Software will not pass to the Authorized User at any time. Supplier will pack and ship all Equipment in accordance with good commercial practices.

13. RISK OF LOSS OR DAMAGE

The Authorized User is relieved from all risks of loss or damage until clear and unrestricted title is transferred to the Authorized User.

14. FIELD MODIFICATIONS AND/OR ENGINEERING CHANGES

Supplier sponsored modifications and/or engineering changes shall be made with the consent of the Authorized User at no additional charge for a period of one (1) year from the date of installation. The Authorized User reserves the right at all times to schedule these Supplier sponsored modifications and/or changes to minimize the impact on the daily operations of the Authorized User.

15. WARRANTY

At a minimum the Supplier shall provide a warranty on all Equipment for a period of one (1) year or the manufacturer's warranty length, whichever is greater. Warranty shall begin on date of receipt by the Authorized User.

The Supplier shall provide necessary preventive maintenance, required testing and inspection, calibration and any other work necessary to maintain the equipment in operational condition during the warranty period.

The Supplier is required to provide two types of Warranty Service as follows:

A. For Handheld and Mobile Equipment:

Supplier shall provide, at no cost to the Authorized User, Original Equipment Manufacturer (OEM) depot or, upon mutual agreement between Supplier and Authorized User, OEM in-shop, warranty services (labor and parts). Supplier shall act as sole point of contact for all units repaired under warranty. Supplier shall provide the Authorized User with a prepaid shipping label to allow the Authorized User to send the Equipment to the Supplier, and the Supplier shall repair or replace the Equipment with like equipment and return it to the Authorized User, postage paid, within seven (7) days of receipt from the Authorized User.

B. For all other Equipment - not Handheld or Mobile:

Supplier shall provide on-site warranty services (labor, travel and parts) at no cost to the Authorized User. Supplier shall act as sole point of contact for all Equipment repaired under warranty. All on-site warranty services shall be provided 8 a.m. to 5 p.m. Monday through Friday, State holidays excluded, unless the hours are otherwise mutually agreed upon between an Authorized User and the Supplier for a particular circumstance. The Supplier shall respond to all requests for warranty service and repair or replace the Equipment to a restored operation within twenty-four (24) hours after notification that a failure has occurred. If unable to complete repair or provide permanent replacement Equipment within twenty-four (24) hours after notification that a failure has occurred, Supplier shall provide, at no additional cost, interim replacement Equipment within the twenty-four (24) hours after notification that a failure has occurred, until permanent replacement Equipment or repaired original Equipment is provided in good working condition. Should interim replacement Equipment be provided, Supplier shall remove it and provide permanent repaired or replacement equipment within 90 days on a schedule mutually agreeable to the Authorized User.

All Equipment furnished under this Contract shall be new and unused. Where the Supplier has replaced malfunctioning Equipment or parts, the parts which have been replaced shall become the property of the Supplier.

16. EXTENDED WARRANTY

When requested in an Order not less than 30 days prior to expiration of a then-current Warranty or Extended Warranty period, Supplier shall provide a 12 month Extended Warranty with the same service levels and terms as the original Warranty provided pursuant to this Contract.

17. MAINTENANCE SERVICE

A. General

Upon receipt of an Order not less than 30 days prior to the expiration of any then-current Warranty or Maintenance Service period, Supplier shall provide 12 months of the specified Maintenance Service ("Basic", "Gold" or "Platinum" as described below), if awarded, commencing upon expiration of the then-current Warranty or Maintenance Service period or such earlier date as specified in the Order, at the prices identified in Exhibit C, if provided.

B. Maintenance Service Descriptions

Maintenance Service, if awarded, shall include necessary remedial maintenance/repair, preventive maintenance, required testing and inspection, calibration, and any other work required to maintain the equipment in operational condition and within factory specifications during the Maintenance Service period.

1. Basic Maintenance Service

During business hours (7AM – 5PM, Monday through Friday, excluding official State of Virginia holidays), Supplier shall respond to a call for service within four (4) hours. Supplier shall dispatch a technician on-site, during business hours, and repair or replace the malfunctioning unit, restoring it to OEM (Original Equipment Manufacturer) specifications and returning it to full operation within three (3) business days of the initiation of the request from the Authorized User.

2. Gold Maintenance Service

During business hours (7AM – 5PM, Monday through Friday, excluding official State of Virginia holidays), Supplier shall respond to a call for service within two (2) hours. Supplier shall dispatch a technician on-site, during business hours, and repair or replace the malfunctioning unit, restoring it to OEM specifications and returning it to full operation within one (1) business day of the initiation of the request from the Authorized User.

3. Platinum Maintenance Service

24 hours/day, seven (7) days/week, 365 days/year, INCLUDING official State of Virginia holidays, Supplier shall respond to a call for service within one (1) hour. Supplier shall dispatch a technician on-site, during any hours requested by the Authorized User, and repair or replace the malfunctioning unit, restoring it to OEM specifications and returning it to full operation within seven (7) hours of the initiation of the request from the Authorized User or, when the Authorized User requests particular hours of service, within seven (7) hours of the start of such hours.

18. MALFUNCTION REPORTS

The Supplier shall furnish a signed malfunction report to the user upon completion of each maintenance call. The report will list as a minimum all corrective action taken, parts used, and number of hours required to repair the equipment. The Supplier shall also maintain an electronic log of the following information for each maintenance call using a spreadsheet or database program: Serial number of malfunctioning equipment, FCC check, Parts used, Corrective action taken, Date of repair, and Number of hours required to repair the equipment. This electronic log shall be provided to VITA on a quarterly basis.

19. EQUIPMENT REPLACEMENT

In the event that any Equipment furnished under this Contract experiences continual downtime while under Warranty or Maintenance Service and as a result the associated system is inoperative in excess of 5% of total time available for daily service (e.g., 45 hours per week, 180 hours per month, 5% = 9 hours per month) for three consecutive calendar months, the Authorized User reserves the right to require the Supplier to replace the Equipment at no cost to the Authorized User. The replacement Equipment/device shall be installed no later than thirty (30) days after the Authorized User requests the replacement.

20. PRIME CONTRACTOR RESPONSIBILITY

If the Supplier's services offering include any goods or services to be supplied by another party, the Supplier agrees as follows:

i). The Supplier shall act as prime contractor and shall be the sole point of contact with regard to all obligations under this Agreement. The Supplier shall be responsible for the acts and/or omissions of any subcontractor providing goods and services pursuant to this contract.

ii). The Supplier hereby represents and warrants that the Supplier has made such other party aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection thereto.

21. SUPPLIES

Authorized charges do not include operational supplies (e.g. paper, tape, etc.) unless such supplies are specifically identified in the Schedule. All supplies used by the State shall conform to the Supplier's published specifications provided to State at time of equipment installation. The State reserves the right to acquire such supplies from any supplier of its choice.

22. INVOICES

All invoices shall be rendered promptly after all Equipment covered by the invoice has been accepted. Invoices for Equipment maintenance or Extended Warranty shall be paid monthly in arrears. No invoice may include any costs other than those identified in the Schedule. Invoices shall provide at a minimum:

i). Type and description of the equipment or service;

ii). Serial number, if any;

iii). Charge for each item;

iv). This Contract Number, and;

v). Supplier's Federal Identification Number (FIN)

23. CONTRACT TERM

The initial Term of this Contract shall be from the date of award and continue for two (2) years. The Commonwealth may renew the Contract for three (3) additional one (1) year periods under the terms and conditions of the original contract, at its sole discretion. Written notice of the Commonwealth's intention to renew will be given approximately 60 days prior to the expiration date of each contract period. All open calls and related documents shall survive expiration of this Contract until such time as all open calls (executed prior to the expiration of this contract) have been completely closed. Performance of an Order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such Order or SOW shall remain in full force and effect until Equipment and Services pursuant to such Order are delivered or Equipment and Services pursuant to such SOW have met the final Acceptance criteria of the applicable Authorized User. Warranty or Maintenance Service on any Product ordered during the term of the Contract may extend beyond the term of this Contract. Expiration of the term of this Contract or any Order shall not affect any perpetual license granted pursuant to this Contract.

24. DEFAULT

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Supplier responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.

25. BREACH

The Supplier shall be deemed in breach of this Agreement if the Supplier (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth)

following Supplier's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

The Supplier shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Supplier and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for de-installation and return of Products shall be borne by the Supplier. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

26. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Supplier's liability under this Contract for loss or damages to government property caused by the use of any defective or deficient product and/or services delivered under this Contract shall not exceed the greater of **$1,000,000** ***dollars or two times the total annual amount of this Contract***. The Supplier will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Supplier; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

27. QUALIFICATIONS OF BIDDERS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

28. PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

The Supplier acknowledges that in the course of performing services hereunder its personnel and subcontractors (if any) may have access to confidential information about the Commonwealth's business, operations, employees, customers. Supplier agrees that, except as directed by the Commonwealth , Supplier its employees and its subcontractors shall not at any time during or after the term of this Agreement (a) disclose any Confidential Information to any third party, (b) permit any third party to examine and/or make copies of any reports, documents or electronic data containing Confidential Information (whether they are prepared by Supplier or come into Supplier's possession or under Supplier's control by reason of Supplier's services) or (c) use any Confidential Information for any reason other than in the performance of services hereunder. Upon termination of this Agreement, Supplier shall return to the Commonwealth or at the Commonwealth's request destroy, all reports, documents, electronic data and other matter in Supplier's possession or under Supplier's control that contain or relate to Confidential Information. Supplier may disclose Confidential Information to such of its personnel as have a need therefore in the performance of their duties for the Commonwealth, provided, however, that Supplier shall inform all such personnel of their confidentiality obligations hereunder and shall use its absolute best efforts to ensure their compliance therewith. Supplier shall not be required to treat as confidential any information which:

i). Supplier can demonstrate was in its possession prior to execution of this Agreement

ii). has become generally available in the public domain without breach of this Agreement

iii). becomes lawfully available to Supplier from a source other than the Commonwealth

ANY RELEASE OF PROPRIETARY OR CONFIDENTIAL INFORMATION BY THE SUPPLIER OR SUPPLIER'S EMPLOYEES SHALL BE CONSIDERED A BREACH OF THIS AGREEMENT. THE SUPPLIER SHALL NOT USE THE CONFIDENTIAL INFORMATION OF THE COMMONWEALTH FOR ITS OWN BENEFIT OR FOR THE BENEFIT OF ANY THIRD PARTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT IN PERPETUITY.

29. SUPPLIER ACCESS TO AUTHORIZED USER LOCATION/S

The Authorized User shall grant to Supplier personnel such access to the Authorized User's location as may be necessary or appropriate for Supplier to perform its obligations under this Agreement, subject to all security issues. For any individual location, the Supplier may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The Supplier may at any time, for any Authorized User location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Authorized User would consider reasonable for security measures. These forms may include the individual employee's agreement that all Authorized User information that is garnered while at the User's site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or Supplier's employees shall constitute a breach of this Agreement.

30. ASSIGNMENT

To the fullest extent permitted by law, the parties agree that Supplier's rights under this Contract shall not be assignable, in whole or in part, to any other party without the Virginia Information Technologies Agency's (VITA's) written consent, and that any purported assignment or transfer without such consent shall be null and void.

In the event VITA receives any notice from a third party claiming to be an assignee of any rights of the Supplier under this Contract, Supplier agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after VITA's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. VITA' Supply Chain Management Division shall promptly notify the Supplier of any assignment notice it receives.

31. SOFTWARE/FIRMWARE

For any software/firmware that is included in any Equipment supplied by the Supplier, the Supplier represents and warrants that it is the sole owner of the software/firmware product or, if not the owner, has received all proper authorizations from the owner to license the software/firmware product, and has the full right and power to grant the rights contained in this Contract. Supplier further warrants and represents that the software/firmware product is of original development, and that the package and its use will not violate or infringe upon any US patent, copyright, or trade secret.

32. TERM OF LICENSE

For any software/firmware that is included in any Equipment supplied by the Supplier, the license(s) are supplied on a non-exclusive, irrevocable perpetual license basis and shall continue in perpetuity until canceled by the Authorized User or unless terminated in accordance with the provisions of this Contract. Notwithstanding the foregoing, the Authorized User may terminate the license at any time. All licenses granted to the Authorized User are for the use of the software/firmware product at the using agency's computing facilities (sites) and on the Equipment or for the purpose identified in the Schedule. This license is perpetual and in no event shall Supplier's remedies for any breach of this Agreement include the right to terminate any license or support services hereunder.

33. COMMONWEALTH'S RIGHTS TO SOFTWARE/FIRMWARE

Notwithstanding anything to the contrary in this Agreement, Authorized Users shall have:

i). Unlimited use of the software/firmware on the equipment for which it is acquired and any future upgrades of such equipment;

ii). Use of such software/firmware with a backup system if the system(s) for which or with which it was acquired is for any reason inoperative, or during an emergency, or the performance of engineering changes or changes in features or model;

iii). The right to use such software/firmware at any of Authorized User's installations to which the equipment may be transferred by the Authorized User;

iv). The right to copy such software for safekeeping or backup purposes.

34. INVENTIONS AND COPYRIGHTS

The Supplier is prohibited from copyrighting any papers, reports, forms or other materials, and from obtaining any patent on any invention or other discovery resulting solely from its performance under the terms and conditions of this Contract.

35. PATENT/COPYRIGHT PROTECTION

Supplier, at its own expense, shall defend any suit brought against the Authorized User for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Supplier's or Authorized User's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Supplier shall indemnify the Authorized User, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The Authorized User shall notify the Supplier of such suit within a reasonable time after learning of it and shall give the Supplier the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Authorized User may, at its option and expense, participate in the defense of the suit.

The Supplier shall not be required to indemnify the Authorized User for liability arising solely out of the Authorized User's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Supplier.

If any Equipment or Service becomes, or in the Supplier's opinion is likely to become, the subject of a claim of infringement, Supplier may, at its option, provide non-infringing substitutes that are satisfactory to the Authorized User, or at Supplier's option and expense, may obtain the right for the Authorized User to continue the use of such Equipment or Service.

If the use of such equipment or software by the Authorized User is prevented by permanent injunction or by Supplier's failure to procure the right for the Authorized User to continue using the software, the Supplier agrees to take back the infringing equipment, software, materials or information and refund the total amount the Authorized User has paid Supplier under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Authorized User. This obligation is in addition to the obligations cited in the first four subparagraphs above.

36. NON-APPROPRIATION

All funds for payment of equipment or services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract, or an Authorized User may terminate an order, for goods or services dependent on such federal funds without further obligation.

37. ENTIRE AGREEMENT

This Contract, the solicitation, bid response, solicitation instructions and all items specifically listed in the solicitation, and the notes in the solicitation constitute the entire agreement between the parties with respect to the subject matter of this Contract. All prior agreements, representations, negotiations

and undertakings are hereby superseded with respect to Equipment and/or Services acquired by the Commonwealth under the terms and conditions of this Contract.

No other written documents regardless of form or content shall be executed by any agency or institution for equipment acquired under this Contract unless signed by the VITA authorized representative.

38. SPECIAL OR EDUCATIONAL DISCOUNTS

During the contract period, if the Supplier offers promotional discounts as a general practice or offers educational discounts to schools and institutions of higher education for items under this Contract, with the result that those prices are lower than the prices available under this Contract, then the promotional discounts shall be made available to all schools and institutions of higher education eligible to place orders against this Contract.

The effective date for price changes/discounts will be the date that the lower prices/discounts are made available to the Supplier's customers generally or to schools and institutions of higher education as applicable.

If the Supplier does not sell to purchasers eligible to place orders against this state contract at the lower prices/discounts required by subsection (a) above, it shall owe a rebate to each affected purchaser which is equal to the amount of the overcharge. Said rebate shall be made within 30 days after the purchaser requests the rebate.

39. PRICE PROTECTION AND MOST FAVORED CUSTOMER

The Commonwealth shall not pay any costs above those specified in this Agreement or set forth on any Order or Attachment referencing this Agreement. Supplier agrees and warrants that for all products pursuant to this Contract, the prices are, and will continue to be at or below any prices offered in similar quantities to any “Authorized User” as defined herein.

If for any reason, during the term of this Agreement, and any renewals thereof, the Supplier enters into an Agreement with any Authorized User or any similarly situated COV governmental entity, for the same products or services offered under this Agreement which results in a price less than that provided under this Agreement, the Commonwealth shall receive an equivalent reduction in price for such products and services delivered to all Authorized Users under this Agreement from the date that the Supplier provided the lower price to the Authorized User. In the event the Commonwealth becomes aware of an Authorized User, who has received such lower prices, during the Term of this Agreement, VITA will notify the Supplier of such prices for such products and elect to make the more favorable prices applicable to the Commonwealth from the date those prices were available to the Authorized User.

40. PURCHASE PRICE AND PRICE PROTECTION

Prices for Products and Services shall not increase for a period of not less than two (2) years from the effective date of this Contract. Thereafter, any increase in price shall be limited to once per twelve (12) month period and shall not exceed the lesser of 3% or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), Seasonally adjusted U.S. city average, all items less food, as published by the Bureau of Labor Statistics of the Department of Labor (http://www.bls.gov/), for the effective date of the increase compared with the same index one (1) year prior. Supplier shall demonstrate the added value for any requested price increase. Any change in price shall be submitted to VITA in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Semi-annually the prices for Products and Services shall be checked against CPI-U, as defined above, and the prices shall be appropriately reduced to ensure continued price competitiveness, if required.

41. CONTRACTUAL RECORDS

All Contractual books, records and other documents related to matters under this Contract shall be made available by Supplier to the Commonwealth and its designated agents for a period of three (3) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this agreement.

42. TERMINATION AND CANCELLATION

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this Agreement, (a) the vendor shall fail to deliver the equipment or services required by this Contract or (b) the vendor shall repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the Contract or (c) the vendor shall breach any of the other terms set forth within this Agreement or (d) the vendor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the vendor ten (10) days to cure the failure/nonperformance. If the vendor fails to answer the cure notice, or does not correct the deficiencies noted, the Commonwealth may immediately terminate the Agreement for Default.

In such event, the Authorized User will only be liable for cost incurred to the date of termination. All costs of de-installation and return of the Equipment will be the vendor's expense.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent breach of any provisions of this Agreement.

43. TERMINATION FOR CONVENIENCE

This Agreement may be terminated for any reason upon thirty (30) days written notice by VITA. There are no additional financial obligations to the Commonwealth upon termination for convenience.

44. CONTRACTUAL DISPUTES

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to VITA at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to VITA's alternative dispute resolution (ADR) procedures. Supplier may invoke VITA's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by VITA, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

45. ADVERTISING AND USE OF PROPRIETARY MARKS

Supplier shall not use any Authorized User's name or refer to any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of such Authorized User. In no event may Supplier use a proprietary mark without receiving the prior written consent of the Authorized User.

46. REPORTING

A. Supplier's Report of Sales and Industrial Funding Adjustment

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". A template showing the format in which the report is to be submitted and contact information for submission is available at http://www.vita.virginia.gov/scm/default.aspx?id=97. The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized Users) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a $0.00 total sales value) for the reporting period.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days after submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales reported during the relevant month.

The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at http://www.vita.virginia.gov/scm/default.aspx?id=97.

Failure to comply with reporting, payment and distribution requirements of this section may result in default of the Contract.

B. Small Business Participation

Supplier and VITA agree to meet promptly after the Effective Date of this Contract to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small Businesses as subcontractors and second-tier suppliers under this Contract.

Supplier and VITA agree to meet annually thereafter to review small business subcontracting reports and discuss further action with respect to small business subcontracting and spend.

In addition, by the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to small businesses. Supplier shall submit the report to SWaM@vita.virginia.gov.

47. TAXES - FEDERAL, STATE AND LOCAL

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at http://www.tax.virginia.gov/. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges.

48. NOTICES

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

i). To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.

ii). To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed

by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

49. ENTIRE CONTRACT

The following documents, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A Requirements and Pricing Schedule

Exhibit B Discount Table

Exhibit C Optional Maintenance Service Pricing

Exhibit D Optional Installation Service/Labor Pricing

Exhibit E Certification Regarding Lobbying

Exhibit F Statement of Work (SOW) Template

This Contract, all its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier, and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, referenced by or provided with the Supplier's bid shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual do not apply to this Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

In the event of a conflict, the following order of precedence shall apply: this Contract document; the Requirements and Pricing Schedule (Exhibit A); Discount Table (Exhibit B); Optional Maintenance Service Pricing (Exhibit C), if awarded; Optional Installation Services/Labor Pricing (Exhibit D), if awarded; then any specific Order. VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

This Contract is effective as of the Award Date set forth below.

Supplier	Secom Systems, Inc.	VITA	
Name:	Bryan A. Vacca	Name:	Dana Smith
Signature:	Signature on file	Signature:	Signature on file
Title:	Regional Mgr.	Title:	Director

AWARD: Accepted Offer as to Bid Items >	Kenwood Corp. Radio Communications Catalog (Category 2) and Installation Services	Award Date:	11/4/2011

IFB 2012-05 – EXHIBIT A – REQUIREMENTS AND PRICING SCHEDULE

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EXHIBITS B, C AND D IMMEDIATELY FOLLOW EXHIBIT A

IFB 2012-05 – TWO-WAY RADIOS
GENERAL REQUIREMENTS AND PRICING SCHEDULE

1. GENERAL REQUIREMENTS

This IFB includes Low Band, High Band, UHF, 700 MHz and 800 MHz radio and telecommunications equipment, as described herein and in the Pricing Schedule, "SPECIFICATION AND BID SHEETS".

A. Project 25 (P25) Compliance

The Telecommunications Industry Association (TIA) acts as a catalyst for the wireless industry to develop and maintain public safety standards for digital equipment and systems that will assist the life-saving and damage-control activities of first responders at the scene of an emergency or disaster situation. This activity, ANSI/TIA/EIAA-102 Phase I (Project 25 or P25), is supported by industry, government agencies and public safety communications officials alike, including the Department of Homeland Security's (DHS) National Communications System (NCS), the Department of Defense, and the National Telecommunications and Information Administration (NTIA).[1]

In order to maintain consistency with the Commonwealth's interoperability objectives, digital emissions with a P25 migration path are preferred. The Commonwealth may insist that the Contract web site include a "buyer beware" clause in the description of any radio whose migration path does not include P25 compliance.

Links to State interop plan: http://www.interoperability.virginia.gov/pdfs/2008_Strat_Plan.pdf

http://www.interoperability.virginia.gov/pdfs/FY2009StatewidePlan_FINAL032509.pdf

B. Technical Documentation and Updates

i). Contractor shall provide with each piece of equipment a user/operator manual in hard copy format at no charge.

ii). Contractor shall furnish the Authorized User with a maintenance manual with wiring diagrams and parts and accessories list upon request at no charge for any piece of equipment ordered. For any item of which a given Authorized User has purchased ten (10) or more, Contractor shall provide a maintenance manual with wiring diagrams and parts and accessories list at no charge upon delivery of the order. CD-ROM format is preferred.

iii). Contractor shall, upon request, provide to VITA all service bulletins and current maintenance manuals for any and all products available on any contract(s) awarded as a result of this IFB, including addenda sheets and notices, in CD-ROM format or other electronic format approved by VITA throughout the term of the contract. These items shall be sent to the following individual or his designee:

Mr. David Warner
Virginia Information Technologies Agency
Public Safety Communications
11751 Meadowville Ln
Chester, VA 23836

The maintenance manuals shall be kept up-to-date with each addendum sent to the above address.

iv). Contractor shall, upon request, provide to VITA one (1) copy or set of all programming software, cables, required interfaces, and all accessories required for radio programming, throughout the term of the contract at no charge. Contractor shall continue to provide to VITA all programming software, hardware and firmware updates while any related radio remains on contract. Contractor will not be held accountable for programming equipment misuse or repair, except as provided for in the applicable warranty.

[1] http://www.tiaonline.org/standards/technology/project_25/

C. Delivery

Delivery of all requested contract items shall be made within 60 calendar days after receipt of a valid purchase order referencing any contract awarded as a result of this solicitation. Contractor shall carry an adequate stock of equipment to ensure such delivery for the duration of the contract.

State your earliest firm delivery date as follows: 14 Days After Receipt of Order (ARO).

D. Locations

i). Name of Manufacturer and Shipping Point: Each Bidder shall supply in the space below the name and address of the manufacturer of each item offered and the shipping point. If you need more space, you may include the information in an attachment and reference its exact location here:

Specification/Item Number(s): See Attachment 1D Shipping Locations

Manufacturer: _____

Address: _____

Shipping point: _____

ii). Bidder shall have an organized network of manufacturer-certified service providers strategically located throughout the Commonwealth of Virginia with the ability to provide service throughout the Commonwealth. Two-way radio service must be the primary business of these providers with qualified technicians either licensed by FCC, APCO or equivalent as determined by VITA in its sole discretion. Each Bidder shall indicate the names, addresses and telephone numbers of the service providers and local Virginia representative(s) that would provide service under any contract resulting from this IFB. These service providers must provide warranty backup and daily routine maintenance. Service providers must be capable of "system" maintenance as well as hardware maintenance.

iii). Service providers must be backed by the manufacturer with a complete line of OEM parts.

iv). Bidder must demonstrate, upon request, that its service personnel are being consistently trained in the function and maintenance of all new products as well as standard products by providing updates of personnel certification on these products.

E. Contract Web Site

i). Contractor shall create, host and maintain a public-facing web site displaying all items on its Contract resulting from this IFB. The web site will include a “shopping cart-like” product selection menu similar in design to those found at Amazon.com and Dell.com.

ii). The Authorized User, after selecting items for purchase, shall be able to print the list of items to be ordered to a local or network printer. The output shall display the Contract number, supplier name, address, phone number, fax number (if any), contact name, and Federal ID number (tax ID number); and the following for each item selected: model number, part number, description, unit price, quantity, and extended price; and a total price (sum of all extended prices for the items selected).

iii). Contractor will be required to prominently and conspicuously display the follow message concerning digital radios on its contract web site:

> “Prior to purchasing any digital capable radio, the prospective user is strongly encouraged to contact the Commonwealth of Virginia’s VITA Public Safety Communications branch at 804-416-6199 or david.warner@vita.virginia.gov.“

iv). Contractor shall, at the Commonwealth's request, prominently and conspicuously display a notice with the listing and/or description of any radio whose then-current "production" migration path does not include P25 compliance, indicating that the radio is not upgradeable to P25-capable and, therefore, does not meet the requirements of the *Commonwealth of Virginia Statewide Communication Interoperability Plan (SCIP)*.

v). Contractor will be expected to conspicuously categorize the radios on its contract web site as either Public Safety, Business, or Consumer Grade.

vi). Contractor shall include on its contract web site a link to a warranty verification page, if available, where an Authorized User can enter some information about its equipment (e.g., serial number) to be presented with information regarding any warranties or Maintenance Services in effect.

2. PRICING SCHEDULE

A. Instructions

1. General

a). Bidders must fill in ***all*** blanks on the "SPECIFICATION AND BID SHEETS" for the Market Basket corresponding to each Category (1 or 2) for which Bidders are submitting Bids. **Failure to populate any required pricing blank, including those associated with "Required Additional Features," may result in the bid for that Market Basket being found non-responsive and rejected; or may be interpreted by the Commonwealth as meaning the associated item is either already included with the radio itself, at no additional charge ("Included"), or included upon request, at no additional charge ("Included upon request").**

b). Each price must reflect the Discount to be provided on all items throughout the term of the Contact. See section entitled "Discounts" herein.

c). If an item comes with the radio by default and is therefore already included in the price of the radio, enter "Included".

d). If you are otherwise offering an item at no additional charge, enter "Included upon request."

e). In all cases where a price is requested for cable, the price should be provided on a per-foot basis.

f). In addition to any other microphone specified as a "Required Additional Feature," the cost of a standard, "default" microphone shall be included in the price of every Mobile radio.

g). In order to facilitate the Commonwealth's ability to verify/validate the bid's compliance with the Specifications at the bid price, Bidder should provide a complete listing of any and all distinct parts/units required to achieve/fulfill the specified functionality for each line item in each populated Market Basket, including the following information for each (if applicable): Specified Category/Market Basket Number, Specification Number, Line Item Number, Manufacturer, Part Number, Model Number, Description, Index Price, Discounted Price, Quantity, Extended Discounted Price (Discounted Price x Quantity). Bidder is strongly encouraged to provide such information in hardcopy and electronic format.

2. Discounts

a). In order to maximize flexibility for keeping the Products and Services on the Contract up-to-date and provide a streamlined process for adding and replacing products and services as Suppliers' product lines evolve, the Commonwealth requires all prices to be discounted based on a single, fixed percentage off an index price consisting of the manufacturer's list price or manufacturer's suggested retail price (MSRP) (the "Index Price"). Bidders should populate the "Discount Table" provided as "Exhibit B" to show the source of the Index Price and the actual discount to be provided for all items bid. Failure to populate the "Discount Table" may result in the Bid being found non-responsive and rejected.

b). Should a Bidder be awarded a contract to provide a Category of radios pursuant to a Category's Market Basket, any and all additional equipment, options and features of or generally consistent, in VITA's sole discretion, with that Category (even if not explicitly called out/specified by line item in the "Specification and Bid Sheets" associated with that Category's Market Basket) and any higher-numbered Category (if any); as well as any technically less complex and/or less functionally advanced radios and all associated available options/features; shall be made available to Authorized Users at the discount identified in the Discount Table, upon advance written approval from VITA. For example, even though there are no Mobile radios specified in the Category 1 Market Basket, a Bidder who is awarded a contract pursuant to the Category 1 Market Basket whose catalog includes Mobile radios may be allowed to sell them at the discount identified in the Discount Table. For another example, even though there are no business or professional grade radios specified in either Category's Market Basket, a Bidder who is awarded a contract pursuant to either of those Market Baskets may be allowed to sell such equipment and associated features/options at the discount identified in the Discount Table. However, a Bidder who is awarded a contract pursuant to the Category 2 Market Basket would not be able to sell trunked or 700/800 MHz radios because they are considered more advanced than, and not generally consistent with, Category 2.

c). Bidder shall submit with its bid a complete and up-to-date list of all items (equipment, options, features, etc.) in its catalog including the unit model number, part number (if applicable), index price, discount, and discounted price for each individual unit. Such list shall be incorporated into this Pricing Schedule and associated Contract, if and to the extent awarded, and in compliance with IFB 2012-05.

3. Extended Warranty

VITA requires that Bidders provide a price to extend the warranties herein on all equipment, regardless of the length of their standard warranties, and will evaluate this cost based on a three (3) year warranty from the date each item is received. Therefore, you will see blanks for line-item pricing for second year extended warranty (e.g., "Extended Warranty, 12 months, Year 2") and third-year extended warranty (e.g., "Extended Warranty, 12 months, Year 3"). You must either enter a price in each of these blanks or the word "included" or something else clearly indicating that there is no additional charge if that is the case. If the price of an item includes three years of warranty, enter "included" in each of those two blanks. If, on the other hand, the price of an item includes a warranty of less than three years and you wish to charge for extending it, you must enter a price in the appropriate blank(s). For instance, if your price for a piece of equipment already includes two (2) years of warranty, and you intend to charge $25/year for each ensuing year, enter "included" in the price blank for "second-year warranty" and $25 in the third-year warranty blank.

4. Maintenance Service Pricing

If Bidder intends to provide Maintenance Services as described in the Contractual Terms and Conditions, Bidder shall indicate, in the space provided in the table in Exhibit C, the price for one (1) year of Maintenance Service for one (1) unit of Equipment corresponding to each type of Equipment bid.

5. Installation Service Pricing

If Bidder intends to provide Installation Services, Bidder shall enter pricing for such Services as described in Exhibit D.

B. Included Costs

i). All pricing shall be FOB Destination, to any point within the Commonwealth of Virginia, and shall include delivery of all manuals and any and all incidentals necessary for proper operation.

ii). All prices shall include all applicable freight and handling charges, any applicable eVA fees, and the Industrial Funding Adjustment payment. Extra charges will NOT be allowed.

iii). The bid price for all Equipment/Product shall include complete programming.

C. Specification and Bid Sheets

See separate file, attached to the eVA posting at www.eva.virginia.gov, entitled "IFB 2012-05 Pricing Schedule - Spec and Bid Sheets.docx."

IFB 2012-05 – TWO-WAY RADIOS
GENERAL REQUIREMENTS AND PRICING SCHEDULE
EXHIBIT B – DISCOUNT TABLE

SECOM SYSTEMS, INC.

Bidder Name: _____

Pricing bid for all Equipment/Products and Services in the Specification and Bid Sheets and offered catalog/price list must reflect the Discount identified here:

Discount (%) Off Index Price	Index Price Title/Description (e.g., MSRP, List Price)	Index Price List Location (URL or other location/source where updated versions are and will continue to be available)
30	List Price	http://www.secomwireless.com/varadio.html

IFB 2012-05 – TWO-WAY RADIOS
GENERAL REQUIREMENTS AND PRICING SCHEDULE
EXHIBIT C – OPTIONAL MAINTENANCE SERVICE PRICING

Bidder is encouraged to provide pricing (in the table(s) below) for the Maintenance Services described in the "Contractual Terms and Conditions" accompanying this IFB for each type of Equipment bid. If Bidder provides such pricing and is awarded a Contract, VITA reserves the right to include such Maintenance Services as are appropriate to the awarded products in the award and in the scope of the resulting Contract.

If prices are different for Equipment that is under warranty, including Extended Warranty, Bidder may reflect such differentiation by providing two different prices for each Service Level for each Equipment Type. A separate table is provided for each Category to provide Bidder with the ability to bid different pricing for Maintenance Services for Category 1 and Category 2 equipment.

MAINTENANCE SERVICE PRICING *FOR CATEGORY 1 EQUIPMENT*			
Maintenance Service Level	Equipment Type	In-Warranty Price	Out-of-Warranty Price
Basic	Portable	$ No Bid	$ No Bid
	Mobile/Control Station	No Bid	No Bid
	Base/Repeater Station	No Bid	No Bid
Gold	Portable	No Bid	No Bid
	Mobile/Control Station	No Bid	No Bid
	Base/Repeater Station	No Bid	No Bid
.Platinum	Portable	No Bid	No Bid
	Mobile/Control Station	No Bid	No Bid
	Base/Repeater Station	No Bid	No Bid

MAINTENANCE SERVICE PRICING *FOR CATEGORY 2 EQUIPMENT*			
Maintenance Service Level	Equipment Type	In-Warranty Price	Out-of-Warranty Price
Basic	Portable	No Bid	No Bid
	Mobile/Control Station	No Bid	No Bid
	Base/Repeater Station	No Bid	No Bid
Gold	Portable	No Bid	No Bid
	Mobile/Control Station	No Bid	No Bid
	Base/Repeater Station	No Bid	No Bid
Platinum	Portable	No Bid	No Bid
	Mobile/Control Station	No Bid	No Bid

	Base/Repeater Station	No Bid	No Bid

IFB 2012-05 – TWO-WAY RADIOS
GENERAL REQUIREMENTS AND PRICING SCHEDULE
EXHIBIT D – OPTIONAL INSTALLATION SERVICE/LABOR PRICING

Bidder is encouraged to provide pricing for the Services described below for each type of Equipment bid. If Bidder provides such pricing and is awarded a Contract, VITA reserves the right to include such Services as are appropriate to the awarded products in the award and in the scope of the resulting Contract.

[See the following three (3) pages.]

Installation Services – Category 1 Base/Repeater Stations

Any work provided under these Half Day, Full Day or Hourly rates must be done pursuant to a "not-to-exceed" estimate with prior, written approval from the Authorized User.

- Half Day Installation from factory certified dealer or shop:

  Includes 2 hours of Travel Time and 4 hours of installation services which includes FCC checks and a fully operational installation of Category 1 Equipment

  $ NO BID /Half Day

- Full Day Installation from factory certified dealer or shop:

  Includes 4 hours of Travel Time and 8 hours of installation services which includes FCC checks and a fully operational installation of Category 1 Equipment

  $ NO BID /Full Day

- Hourly Installation of Category 1 Equipment from factory certified dealer or shop:

  $ NO BID /Hour

Installation Services – Category 2 Base/Repeater Stations

Any work provided under these Half Day, Full Day or Hourly rates must be done pursuant to a "not-to-exceed" estimate with prior, written approval from the Authorized User.

- Half Day Installation from factory certified dealer or shop:

  Includes 2 hours of Travel Time and 4 hours of installation services which includes FCC checks and a fully operational installation of Category 2 Equipment

  $570.00 /Half Day

- Full Day Installation from factory certified dealer or shop:

  Includes 4 hours of Travel Time and 8 hours of installation services which includes FCC checks and a fully operational installation of Category 2 Equipment

  $1,140.00 /Full Day

- Hourly Installation of Category 2 Equipment from factory certified dealer or shop:

  $95.00 /Hour

Installation Services – Mobile Radios – Fixed One-time Charge

- Installation and checkout per FCC requirements, standard front mounting:

  $165.00_____ per radio

- Installation and checkout per FCC requirements, standard trunk mounting:

  $275.00_____ per radio

EXHIBIT E: CERTIFICATION REGARDING LOBBYING

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

i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or 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.

ii). 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.

iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients 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.

Signature: Bryan A. Vacca

Printed Name: Bryan A. Vacca

Organization: Secom Systems, Inc.

Date: 9/21/11

EXHIBIT F - STATEMENT OF WORK (SOW) TEMPLATE
BETWEEN (NAME OF AUTHORIZED USER) AND (SUPPLIER NAME)

ISSUED UNDER

CONTRACT NUMBER VA-XXXXXX-XXX
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
[SUPPLIER NAME]

Exhibit X, between (Name of Agency/Institution) and (Supplier Name) ("Supplier") is hereby incorporated into and made an integral part of Contract Number VA-XXXXXX-XXX ("Contract") between the Virginia Information Technologies Agency ("VITA") on behalf of the Commonwealth of Virginia (and [Supplier.

In the event of any discrepancy between this Exhibit X and the Contract, the provisions of the Contract shall control.

*[Note to Template Users: Instructions for using this template to draft a Statement of Work are in gray highlight and **italics**. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is **not italicized** and should remain in the document. Text that is highlighted in blue is variable based on the nature of the project.]*

STATEMENT OF WORK

This Statement of Work (SOW) is issued by the (Name of Agency/Institution), hereinafter referred to as "Authorized User" under the provisions of the Contract,". The objective of the project described in this SOW is for the Supplier to provide the Authorized User with a Solution ("Solution") or Services ("Services)" for Authorized User Project Name pursuant to a "System Order". *(Customize the last sentence to state what you are getting from the Supplier, based on the VITA Contract language, and with your project name.)*

1. PERIOD OF PERFORMANCE

The work authorized in this SOW will occur within XX (XX) months of execution of this Statement of Work. This includes delivery, installation, implementation, integration, testing and acceptance all of products and services necessary to implement the Authorized User's Solution, training, and any support, other than on-going maintenance services. The period of performance for maintenance services shall be one (1) year after implementation or end of Warranty Period and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract. *(Customize this section to match what you are getting from the Supplier, based on the allowable scope of the VITA Contract and your project's specific needs within that allowable scope.)*

2. PLACE OF PERFORMANCE

(Assign performance locations to major milestones or any other project granularity, depending on your transparency and governance needs, if needed.)

Tasks associated with this project will be performed at the Authorized User's location(s) in City/State, at Supplier's location(s) in City/State, or other locations as required by the effort.

3. PROJECT DEFINITIONS

Provide project unique definitions so that all stakeholders have the same understanding. Ensure these do not conflict with the Contract definition.).

All definitions of the Contract shall apply to and take precedence over this SOW. Authorized User's specific project definitions are listed below:

4. PROJECT SCOPE

(Provide a description of the scope of your project and carve out what is NOT in the scope of your project. Remember that it must fit within the VITA Contract scope.).

A. General Description of the Project Scope

B. Project Boundaries

5. AUTHORIZED USER'S SPECIFIC REQUIREMENTS

(Provide information about your project's and your agency's specific requirements for this particular project including, but not limited to the following subsections):

A. Authorized User-Specific Requirements

B. Special Considerations for Implementing Technology at Authorized User's Location(s)

C. Other Project Characteristics to Insure Success

6. CURRENT SITUATION

(Provide enough background information to clearly state the current situation to Supplier so that Supplier cannot come back during performance claiming any unknowns or surprises. Some example subsections are provided below. You may collapse/expand as you feel is necessary to provide adequate information and detail.)

A. Background of Authorized User's Business Situation

B. Current Architecture and Operating System

C. Current Work Flow/Business Flow and Processes

D. Current Legacy Systems

E. Current System Dependencies

F. Current Infrastructure (Limitations, Restrictions)

G. Usage/Audience Information

7. PRODUCTS AND SERVICES TO SUPPORT THE PROJECT REQUIREMENTS (AND/OR SOLUTION)

A. Required Products (or Solution Components)

(List the products, or if your project is for a Solution, the Solution components, (hardware, software, etc.) provided by Supplier that will be used to support your project requirements. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User's environment. You are urged to refer to the VITA Contract for allowable scope and other guidance in drafting language for this section.)

B. Required Services

(*List the services (e.g., requirements development, Solution design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support and maintenance) that will be provided by Supplier in the performance of your project. You are urged to refer to the VITA Contract for the definition of Services and for the allowable scope in drafting language for this section. You will notice subsections "C" and "D" below offer areas for expanded detail on training, support and maintenance services. You may add other subsections in which you wish to expand the information/details/requirements for other service areas as well. It is likely some of this detail will be a combination of your known needs and the Supplier's proposal. In all cases the provisions should include all negotiated commitments by both parties, even if you reference by incorporation the Supplier's proposal in any subsection.)*

C. Training Requirements and/or Authorized User Self-Sufficiency/Knowledge Transfer
(*Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User. You may refer to the VITA Contract for guidance on the allowable scope for this.*

D. Support and Maintenance Requirements
(*Document the level of support, as available under the Contract, required by your project to operate and maintain the Solution. This may include conversion support, legacy system integration, transition assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution.*

E. Personnel Requirements
(*Provide any supplier personnel qualifications, requirements, licenses, certifications or restrictions including project manager, key personnel, subcontractors, etc., but ensure they do not conflict with the VITA Contract terms.)*

F. Transition Phase-In/Phase-Out Requirements
(*Describe any specific requirements for orientation or phasing in and/or phasing out of the project with the Supplier. Be specific on what the project needs and expected results are, the duration and other pertinent detail, but ensure they do not conflict with the VITA Contract provision(s) regarding Transition of Services or with any other training requirements in the SOW.)*

8. TOTAL PROJECT PRICE

The total Fixed Price for this Project shall not exceed $US XXX.

Supplier's invoices shall show retainage of ten percent (10%). Following completion of Solution implementation, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount shown in the table in section 9 below, plus the total amount retained by the Authorized User. If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (http://www.doa.virginia.gov). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to Authorized User for approval prior to incurring such expenses.

(*Sections 9 through 11 should be used or deleted depending on the project's complexity, risk and need for governance. For a simple project you may only need the section 10 table, but for a more complex project, or a major IT project, you may need a combination of or all of the tables for check and balance and redundancy.*)

9. PROJECT DELIVERABLES

(*Provide a list of Supplier's deliverable expectations. The table is to be customized for the Authorized User's project. You may want to categorize deliverables for each phase or major milestone of the project and then categorize other interim deliverables and/or performance and status reports under one of them or under an Administrative or Project Management section.)*

The following deliverables are to be provided by Supplier under this SOW. Subsequent sections may include further detail on the content requirements for some deliverables.

No.	Title	Due Date	Format Required (i.e., electronic/hard	Distribution Recipients	Review Complete	Final Due Date

			copy/CD/DVD		Due Date	
	Project Plan					
	Design Plan					
	Implementation Plan					
	Data Conversion Plan					
	Risk Assessment Plan					
	Test Plan					
	Training Plan					
	Performance Plan					
	Contingency Plan					
	Disaster Recovery Plan					
	Cutover Plan					
	Change Management Plan					
	Transition Plan					
	Monthly Status Reports					
	Quarterly Performance /SLA Reports					
	Training Manual					
	Final Solution Submission Letter					
	Final Acceptance Letter					

10. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

(*This table should include the project's milestone events, associated deliverables, when due, milestone payments, any retainage amount to be held until final acceptance and the net payment you promise to pay for each completed and accepted milestone event. This table includes sample data only and must be customized for your project needs.)*

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Payment	Retainage	Net Payment
Project kick-off meeting	---	Execution + 5 days	---	---	---
Site survey	Site survey report	Execution + 10 days	---	---	---
Requirements Analysis & Development	Design Plan	Execution+45 days	$30,000	$15,000	$15,000
	Project Plan	Execution+45 days			
	Implementation	Execution + 45			

	Plan	days			
Begin Implementation		Execution + 60 days			
Data Conversion & Mapping		Execution + 90 days	$10,000	$3,000	$7,000
Installation of software	---	Execution + 90 days	$10,000	$1,000	$9,000
Installation of hardware	---	Execution + 90 days	$10,000	$1,000	$9,000
Configuration and testing	---	Execution + 120 days	---	---	---
Training	Training manual	Execution + 130 days	$10,000	$1,000	$9,000
30-Day User Acceptance Testing	---	Execution + 160 days	$20,000	$2,000	$18,000
Implementation complete	Solution	Execution + 160 days	$10,000	--	$10,000
Final Acceptance		Execution + 210 days	--	--	$23,000

11. EVENTS AND TASKS FOR EACH MILESTONE

(*If needed, provide a table of detailed project events and tasks to be accomplished to deliver the required milestones and deliverables for the complete Solution. Reference each with the relevant milestone. A Work Breakdown Structure can be used as shown in the table below or at the very least a Project Plan should have this granularity. The Supplier's proposal should be tailored to the level of detail desired by the Authorized User's business owner/project manager for project governance.)*

The following table identifies project milestone events and deliverables in a Work Breakdown Structure format.

WBS No.	Milestone	Milestone Event	Milestone Task	Interim Task Deliverables	Duration
1.0	Site survey				
1.1		Conduct interviews			
1,1,1			Schedule interviews	None	20 days after contract start
1.1.2			Complete interviews	Interview Results Report	25 days after contract start
1.2		Receive AU information			

12. ACCEPTANCE CRITERIA

(*This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement. Please read the VITA contract definitions for the definitions or Requirements and Acceptance. Ensure the language in this section does not conflict with the VITA Contract language.)*

Acceptance Criteria for this Solution will be based on a User Acceptance Test (UAT) designed by Supplier and accepted by the Authorized User. The UAT will ensure that all of the requirements and functionality required for the Solution have been successfully delivered. Supplier will provide the Authorized User with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan. This UAT Plan check-list is incorporated into this SOW in Exhibit B-X.

Each deliverable created under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the Authorized User's Project Manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected in order for the deliverable to be accepted by the Project Manager. The Project Manager will have ten (10) days from receipt of the deliverable to provide Supplier with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between Supplier and the Authorized User in advance.

13. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

(This section contains areas to address project assumptions by both the Supplier and the Authorized User and to assign project-specific roles and responsibilities between the parties. Make sure that all assumptions are included to alleviate surprises during the project. Ensure that all primary and secondary (as needed) roles and responsibilities are included. You will tailor the Responsibility Matrix table below to fit your project's needs.)

A. Project Assumptions

The following assumptions are specific to this project:

B. Project Roles and Responsibilities

The following roles and responsibilities have been defined for this project:

(Sample Responsibility Matrix)

Responsibility Matrix	Supplier	Authorized User
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in 7.A herein		√
Cabling, Electric and User Network Connectivity	√	
Delivery and installation of Base/Repeater Stations	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	
Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

14. COMMONWEALTH AND SUPPLIER-FURNISHED MATERIALS, EQUIPMENT, FACILITIES AND PROPERTY

(*In this section, provide details of any materials, equipment, facilities and property to be provided by your Agency or the Supplier in performance of this project. If none, so state so that the requirements are clear. If delivery of any of these is critical to the schedule, you may want to identify such delivery with hard due dates tied to "business days after project start' or "days after event/milestone." Be sure to specify the delivery and point of contact information.)*

A. PROVIDED BY THE COMMONWEALTH

B. PROVIDED BY THE SUPPLIER

15. SECURITY REQUIREMENTS

(Provide (or reference as an Attachment) Authorized User's security requirements.)

For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

Supplier shall comply with all requirements in the Security Compliance section of the Contract

16. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS

In addition to any standards and specifications included in the Contract, Supplier shall follow the standards and specifications listed below during performance of this effort.

(List any specific Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications and specifications that Supplier is required to follow or possess in performing this work. The first bullet includes a link to COVA-required standards for all Commonwealth technology projects. The rest are examples only and highlighted to reflect this. If you need an exception of any COVA-required standard, please follow the process located at this link: http://www.vita.virginia.gov/oversight/default.aspx?id=10344 and select the Data Standards Guidance bulleted link. Your AITR can assist you.

- COV ITRM Policies and Standards: http://www.vita.virginia.gov/library/default.aspx?id=537
- IEEE 802®
- HIPAA
- SAS 70 Type II

17. U.S. ENVIRONMENTAL PROTECTION AGENCY'S AND DEPARTMENT OF ENERGY'S ENERGY STAR GUIDELINESRISK MANAGEMENT

(Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, failure of dependent legacy system interoperability, other project dependencies that don't align with this project's schedule, and poor quality of deliverables. Depending on the level of risk of this project, as assessed by your Project Manager and/or Steering Committee, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk. Remember to add them to the Deliverables table.)

C. Initial Risk Assessment

Authorized User and Supplier shall each provide an initial assessment from their point of view.

D. Risk Management Strategy

(The list below is taken from VITA PMD template discussing what should go into a Risk Management Strategy. Don't forget to consider and plan for any budget contingencies to accommodate potential risks that are identified.)

1. **Risk Identification Process:** The processes for risk identification.
2. **Risk Evaluation and Prioritization**: How risks are evaluated and prioritized.
3. **Risk Mitigation Options**: Describe the risk mitigation options. They must be realistic and available to the project team.

4. **Risk Plan Maintenance:** Describe how the risk plan is maintained during the project lifecycle.
5. **Risk Management Responsibilities:** Identify all project team members with specific risk management responsibilities. (e.g., an individual responsible for updating the plan or an individual assigned as a manager).

E. Risk Management Plan

(*Include a description of frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities and documentation. Be sure to add all deliverables associated with risk strategizing and planning to the list of Deliverables.)*

18. DISASTER RECOVERY

Planning for disaster recovery for your project is paramount to ensure continuity of service. The criticalness and complexity of your project, including its workflow into other dependent systems of the Commonwealth or federal systems, will help you determine if you require a simple contingency plan or a full-blow contingency plan that follows the Commonwealth's ITRM Guideline SEC508-00 found at this link:

http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04_18_2007.pdf

It is advisable that you visit the link before making your decision on how you need to address contingency planning and related deliverables in this SOW; as well as, how this will impact your planned budget. A likely deliverable for this section would be a Continuity of Operations Plan. You may choose to include the above link in your final SOW to describe what the Plan will entail. The same link includes the following processes, which you may choose to list in your final requirements for this section, to be performed by your team, the Supplier or both and/or a steering committee if your project warrants such oversight and approval:

- *Development of the IT components of the Continuity of Operations Plan (COOP)*
- *Development and exercise of the IT Disaster Recovery Plan (IT DRP) within the COOP*
- *Development and exercise of the IT System Backup and Restoration Plan*

19. PERFORMANCE BOND

(*If your project is sizeable, complex and/or critical, and the VITA Contract does not already provide for a performance bond, you may want the Supplier to provide one. The VITA Contract may include an Errors and Omissions insurance requirement, which would cover the Supplier's liability for any breach of the Contract or this SOW. Be sure to read the Contract for this information. However, if you feel that this project warrants further performance incentive due to the project or the Supplier's viability, you may include the following language in this section.)*

The Supplier shall post performance bond in an amount equal to one hundred percent (100%) of the total contract value and provide a copy of the bond to Authorized user within (10) days of execution of this SOW Agreement. In the event that the Supplier or any subcontractor or any officer, director, employee or agent of the Supplier or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this SOW Agreement, including without limitation the Supplier's obligation to indemnify the Authorized User, the performance bond shall be forfeited to Authorized User. The bond shall be in a form customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to Authorized User.

20. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

(Provide any other unique project technical and functional requirements and expectations in sufficient detail in this section. Ensure they do not conflict with existing requirements in the VITA Contract. Several examples are listed.)

A. Service Level Requirements

B. Mean-Time-Between-Failure Requirements

C. Data Access/Retrieval Requirements

D. Additional Warranties

21. REPORTING

(*The following are examples of reporting requirements which may be included in your SOW depending on the project's need for governance. In an effort to help VITA monitor Supplier performance, it is strongly recommended that the SOW include "Supplier Performance Assessments". These assessments may be performed at the Project Manager's discretion and are not mandated by VITA.)*

A. Weekly/Bi-weekly Status Update.

The weekly/bi-weekly status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

B. Supplier Performance Self-Assessment.

Within thirty (30) days of execution of the project start, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

C. Performance Auditing

(If you have included service level requirements in the above section entitled, Other Technical/Functional Requirements, you will want to include a requirement here for your ability to audit the results of the Supplier's fulfillment of all requirements, Likewise, you may want to include your validation audit of the Supplier's performance reporting under this Reporting section. It is important, however, that you read the VITA contract prior to developing this section's content so that conflicts are avoided. Suggested language is provided below, but must be customized for your project.)

Authorized User (or name of IV&V contractor, if there is one), will audit the results of Supplier's service level obligations and performance requirements on a monthly/quarterly basis, within ten (10) days of receipt of Supplier's self-assessments and service report(s). Any discrepancies will be discussed between the Authorized User and Supplier and any necessary invoice/payment adjustments will be made. If agreement cannot be reached, the Authorized User and Supplier will escalate the matter in accordance with the Escalation provision of the Contract. *(If none, you may add your escalation procedure in this section.)*

D. Supplier Performance Assessments

(You may want to develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the VITA Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.)

22. CHANGE MANAGEMENT

(*Changes to the baseline SOW must be documented for proper project oversight. Depending on your project, you may need to manage and capture changes to configuration, incidents, deliverables, schedule, price or other factors your team designates as critical. Any price changes must be done in compliance with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link:*

http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825. Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA Contract.

For complex and/or major projects, it is recommended that you use the VITA PMD processes and templates located at: http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567. Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this SOW in a "from/to" format and be placed in a numbered modification letter referencing this SOW and date, with a new effective date. The VITA Contract may include a template for your use or you may obtain one from the VITA Contract's Point of Contact. It is very important that changes do not conflict with, but do comply with, the VITA Contract, which takes precedence. The following language may be included in this section, but additional language is needed to list any technical/functional change management areas specific to this SOW; i.e., configuration, incident, work flow, or any others of a technical/functional nature.)

All changes to this SOW must comply with the Contract. Price changes must comply with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825

All changes to this SOW shall be in written form and fully executed between the Authorized User's and the Supplier's authorized representatives. For administrative changes, the parties agree to use the change template, attached to this SOW. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567

23. POINT OF CONTACT

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

Supplier: _____

By signing below, both parties agree to the terms of this Exhibit.

Supplier:

_____

(Name of Supplier)

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Date: _____

Authorized User:

_____

(Name of Agency/Institution)

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Date: _____