CONTRACT SUPPLEMENT
SP-37 Rev. 4/26/12
Prev. Rev. 7/08

Kris H. Wohlgemuth
Contract Specialist

(860)713-5606
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:	**10ITZ0018**
Contract Award Date:	
Bid Due Date:	
SUPPLEMENT DATE:	**10 July 2012**

CONTRACT AWARD SUPPLEMENT #9

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Two-Way Radio Communication Equipment and Service**

FOR: All Using Agency and Political Subs		**TERM OF CONTRACT / DELIVERY DATE REQUIRED: 08/03/2010 through 08/02/2014**	
		AGENCY REQUISITION NUMBER:	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	**CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE**	**CHANGE TO OUT OF STATE CONTRACT VALUE**	**CHANGE TO TOTAL CONTRACT AWARD VALUE**

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.
INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.
NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.
NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.
CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:
REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (http://das.ct.gov/mp1.aspx?page=8)

Company Name: ***Tactical Communications, Inc.***
Company Address: ***29 Soundview Road, Guilford, CT 06437***
Tel. No.: ***203-453-2389*** *Fax No.:* ***203-458-9247*** *Contract Value:* ***$***
Contact Person: ***David Moffat*** *Delivery:*
Company E-mail Address and/or Company Web Site: ***dmoffat@taccomm.com*** ***www.taccom.com***
Certification Type (SBE,MBE or None): ***SBE*** *Agrees to Supply Political SubDivisions:* ***Yes***
Terms: ***Net 30 Days*** *Cash Discount:* ***%*** ***Days***

Catalog and Price List Updates June 2012
See attached list

NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED_____
KRIS H. WOHLGEMUTH
Contract Specialist
(Original Signature on Document in Procurement Files)

Tactical Communications, Inc.
29 Soundview Road
Guilford, CT 06437
(203)453-2389
(800)933-0313
www.taccomm.com

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274
Kris H. Wohlgemuth, AFAO

Subject: DOIT 10ITZ0018
Price List Updates
June 2012

1. ACT June 2011
2. Cimarron January 2012
3. Comprod 2011 Price List, Comprod Price List Filters
4. CPI 2012
5. Daniels October 4, 2011
6. David Clark, multiple Headset and Adapters 2012
7. Duracomm 2012
8. Eventide May 2012
9. Harris Cat May 2012, Momentum Preliminary, Intraplex 2012
10. Icom January 2012
11. Kenwood Multiple Revisions
12. Laird 2012
13. Larsen April 2012
14. Leathersmith 5-15-2009
15. Otto 2010-2011
16. PCTEL 2012
17. Power Products 4-1-2012, Chargers 1-1-2012, LEVC 1-1-2012
18. Pryme 5-21-2012
19. Pyramid January 2012
20. Raytheon cable price list 4-25-2012, 2012 Pricelist December 2011 Rev 5
21. Redline
22. Relm 2012 Revised
23. Sinclair 2008
24. Telewave pricelist 2010
25. Telex Price List 2012
26. Tessco 2012 Wireless Guide
27. [redacted]
28. TX/RX 4-9-12
29. Zetron price book 2012

CONTRACT SUPPLEMENT
SP-37 Rev. 4/26/12
Prev. Rev. 7/08

Kris H. Wohlgemuth
Contract Specialist

(860)713-5606
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:
10ITZ0018
Contract Award Date:
Bid Due Date:
SUPPLEMENT DATE:
25 June 2012

CONTRACT AWARD SUPPLEMENT #8

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Two-Way Radio Communication Equipment and Service**

FOR: All Using Agency; Political Sub-divisions and Not for Profit.		TERM OF CONTRACT / DELIVERY DATE REQUIRED: August 3, 2010 through August 2, 2014 AGENCY REQUISITION NUMBER:	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
-	-	-	-

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.
INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.
NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.
NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.
CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:
REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (http://das.ct.gov/mp1.aspx?page=8)

Company Name: **EF Johnson Technologies, Inc.**
Company Address: **1440 Corporate Drive, Irving TX 75038**
Tel. No.: **(214)277-4957** *Fax No.:* **(972) 819-0851** *Contract Value:* **$50,000**
Contact Person: **Tammie Mischke** *Delivery:*

Company E-mail Address and/or Company Web Site: **tmischke@efjohnson.com**

Certification Type (SBE,MBE or None): ***N/A*** *Agrees to Supply Political SubDivisions:* ***Yes***
Terms: ***Net 45 Days*** *Cash Discount:* *%* ***Days***

Updating catalog and adding additional radios.
Pricing percentage discounted to 20% for all mobiles, portables and accessories.
NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

*APPROVED*_____
KRIS H. WOHLGEMUTH
Contract Specialist
(Original Signature on Document in Procurement Files)

EFJohnson's Viking™ Solution portfolio offers products catering to mission critical communication systems. Viking P25 subscribers offer a broad set of capabilities to fully meet the communication needs of our customer networks with interoperability, reliability, and maximum flexibility.

51SL ES

7/800 MHz | VHF | UHF

Durable and interoperable P25 portable radio for public safety, featuring the AMBE+2 vocoder which provides loud and clear digital audio

RUGGED & RELIABLE

- Lightweight aluminum casting & polycarbonate housing is strong and has optional immersion rating
- Meets applicable MIL Standard 810C, D, E, and F specs
- FM intrinsically safe

P25 COMPLIANT

- Supports P25 CAI (Common Air Interface)
- Trunked and conventional system protocols
- Over-the-Air rekeying (OTAR) functionality

ACCESSORY SUITE

- Complete line of accessories including speaker mics, cases, batteries, and chargers

FLEXIBLE

- Compatible with Motorola® System v 7.x and Motorola Astro®
- SMARTNET® II/SmartZone® interoperability
- Up to 512 talkgroups
- Supports narrowband (12.5 kHz) & wideband (25 kHz) channel spacing with multiple system protocols
- MDC-1200 and GE-Star signaling
- Over-the-Air programming (OTAP) option enables you to program radios in the field
- Industry-standard encryption capabilities such as AES, DES-OFB, and DES
- Easy radio programming & feature updating with EFJohnson's PC Configure™ software

AMBE+2 | P25 | MADE IN U.S.A.

www.efjohnson.com | EFJohnson TECHNOLOGIES

TYPICAL PERFORMANCE SPECIFICATIONS

51SL ES 7/800 MHz | UHF | VHF

GENERAL	700/800	VHF	UHF R1	UHF R2
Frequency Range	762-806 MHz 806-870 MHz	136-174 MHz	380-470 MHz	450-512 MHz
Channel Spacing	12.5 kHz, 25 kHz			
Max Freq. Separation	Full Bandsplit			
FCC Type Acceptance Certification	ATH2425171	ATH2425111	ATH2425131	ATH2425141
Canada Type Certification	IC:933B-2425171	IC:933B-2425112	IC:933B-2425131	IC:933B-2425141
FCC Emissions Designators	11K0F3E, 16K0F3E, 14K0F3E, 8K10F1E, 8K10F1D	16K0F3E, 11K0F3E, 8K10F1E, 8K10F1D	16K0F3E, 11K0F3E, 8K10F1E, 8K10F1D	16K0F3E, 11K0F3E, 8K10F1E, 8K10F1D
Input Voltage	7.2 V			
Dimensions (w/o antenna) HxWxD	6.7" x 2.52" x 1.8" (6.4 cm x 17.0 cm x 4.6 cm)			
Weight (w/o standard battery)	11 oz. (312 g)			
Case	Polycarbonate-black | Immersion rated option available for all housings			
Temperature Range	-30°C to +60°C			
Vocoder	AMBE+2			

Transmitter	700/800	VHF	UHF R1	UHF R2
RF Power Output	2.5/1 W (700 MHz) 3/1 W (800 MHz)	5/1 W	4/1 W	4/1 W
Frequency Stability (-30°C to +60°C)	±1.5 ppm			
Modulation Limiting 25 kHz Channels	±5 kHz			
Modulation Limiting 12.5 kHz Channels	±2.5 kHz			
Emissions (Conducted/Radiated)	-75 dBc			
Audio Response	+1 , -3 dB			
FM Hum and Noise 25 kHz Channels	-40 dB	-45 dB		
FM Hum and Noise 12.5 kHz Channels	-35 dB	-40 dB		
Audio Distortion	2%			

Receiver	700/800	VHF	UHF R1	UHF R2
Audio Power Output	500 mW			
Frequency Stability (-30°C to +60°C)	±1.5 ppm			
Analog Mode Sensitivity: 12 dB SINAD	0.25 uV (-119 dBm)			
Digital Mode Sensitivity: 5% BER	0.25 uV (-119 dBm)			
Selectivity: 25 kHz Channels	-75 dB			
Selectivity: 12.5 kHz Channels	-63 dB			
Intermodulation	-75 dB			
Spurious & Image Rejection	-75 dB			
FM Hum and Noise 25 kHz Channels	-40 dB			
FM Hum and Noise 12.5 kHz Channels	-35 dB			
Audio Distortion	2%			

Battery	Dimensions (HxWxD)	Weight	Approx. Life (5/5/90)
Extra-High Capacity NiMH	6.0" x 2.3" x 0.85"	12.96 oz	UHF/VHF: Minimum 10 hours 700/800 MHz: Minimum 12 hours
Extra-High Capacity NiMH, IS	6.0" x 2.3" x 0.85"	12.96 oz	UHF/VHF: Minimum 10 hours 700/800 MHz: Minimum 12 hours
Alkaline Battery Clamshell	7.2" x 2.6" x 2.0"	15.68 oz w/12 AA Battery	14-16 hours
High Capacity Lithium Ion	6.5" x 2.3" x .78"	8.1 oz	12 hours

Specifications are measured per TIA 102.CAA-B, TIA 102.CAAB-B and per TIA 603-C.
All EFJohnson radios are made in the U.S.A.

Environmental Specifications

Environment	Mil Spec	810F
	M	P
Low Pressure	500.4	II
High Temp.	501.4	I, II
Low Temp.	502.4	I, II
Temp. Shock	503.4	I
Solar Radiation	505.4	I
Rain/Blown Rain	506.4	I, III
Humidity	507.4	NA
Salt Fog	509.4	NA
Dust and Sand	510.4	I
Vibration	514.5	I (24)
Shock	516.5	I, IV
Immersion*	512.4	I

M=Method, P=Procedure, *=Optional
Also meets equivalent superseded C, D and E standards.

Encryption Options

Supported Encryption	AES, DES, DES-OFB
Encryption Key/ Radio	64 Common Key Reference (CKR), 64 Physical Identifier, (PID), Compatible w/ Motorola Key Variable Loader
Encryption Frame Re-sync Interval	P25 CAI 360 MSEC
Encryption Keying	External Key Loader, OTAR
Synchronization	CFB-Cipher Feedback OFB-Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) Approved random number generator
Encryption Type	Digital
Key Erasure	Keyboard Command
Code Key Initialization	Internal Pseudorandom Generator
Standards	FIPS 46-3, FIPS 81, FIPS 140-2, FIPS 197

Factory Mutual Approvals

Intrinsically Safe		
Class I/ Class II	Division 1 An area where there is or could be an explosive atmosphere most of the time in normal conditions.	C. Ethylene D. Propane and Methane E. Conductive metal F. Carbonaceous material coal, coke dust G. Grain dust and flour
Class III	Division 1 Location in which easily ignitable fibers or materials producing combustible flyings are handled, manufactured, or used.	Ignitable fibers or flyings
Non-Incendive		
Class I	Division 2 An area where an explosive atmosphere exists only as a result of a fault.	A. Acetylene B. Hydrogen C. Ethylene D. Propane and Methane

All specifications are subject to change without notice.
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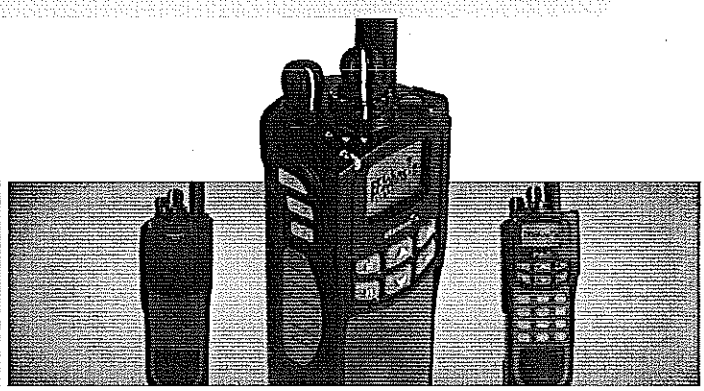
Phone: 972.819.0700 • Toll Free: 1.800.328.3911 • Fax: 972.819.2307

EFJohnson TECHNOLOGIES

EFJohnson's Viking™ Solution portfolio offers products catering to mission critical communication systems. Viking P25 subscribers offer a broad set of capabilities to fully meet the communication needs of our customer networks with interoperability, reliability, and maximum flexibility.

51SL ES *Price List*



To Make a Model String.... select radio and options, enter numbers in boxes *(worksheet on last page)*

1					2	3	4	5	6	7						
				—				—		—						
Portable 4-Digit Model #					Antenna #	Battery #	Housing #	Protocol #	System Option #	Enter up to Four 2-Digit Software Control Options in Numerical Order. List Only Requested Options.						

1 Select One Portable Base Model *(either standard or intrinsically safe)*

Standard Model		List Price
521A	VHF, 136-174 MHz, 5W, Model I	$ 925
521B	VHF, 136-174 MHz, 5W, Model II	1,250
521C	VHF, 136-174 MHz, 5W, Model III	1,400
522A	UHF, 380-470 MHz, 4W, Model I	925
522B	UHF, 380-470 MHz, 4W, Model II	1,250
522C	UHF, 380-470 MHz, 4W, Model III	1,400
527A	700/800 MHz, 762-806 MHz, 2.5W, and 806-870 MHz, 3W, Model I	925
527B	700/800 MHz, 762-806 MHz, 2.5W, and 806-870 MHz, 3W, Model II	1,250
527C	700/800 MHz, 762-806 MHz, 2.5W, and 806-870 MHz, 3W, Model III	1,400
Intrinsically Safe Model		
521D	VHF, 136-174 MHz, 5W, Model I	$ 975
521E	VHF, 136-174 MHz, 5W, Model II	1,300
521F	VHF, 136-174 MHz, 5W, Model III	1,450
522D	UHF, 380-470 MHz, 4W, Model I	975
522E	UHF, 380-470 MHz, 4W, Model II	1,300
522F	UHF, 380-470 MHz, 4W, Model III	1,450
527D	700/800 MHz, 762-806 MHz, 2.5W, and 806-870 MHz, 3W, Model I	975
527E	700/800 MHz, 762-806 MHz, 2.5W, and 806-870 MHz, 3W, Model II	1,300
527F	700/800 MHz, 762-806 MHz, 2.5W, and 806-870 MHz, 3W, Model III	1,450

2 Select an Antenna

0	No Antenna (credit)	$ - 15
1	VHF, 136-151 MHz Helical, yellow core (Federal)	N/C
2	VHF, 151-162 MHz Helical, black core (Public Safety)	N/C
3	VHF, 162-174 MHz Helical, blue core (Business & Industrial)	N/C
4	UHF, 380-520 MHz, 1/4 Wave, white core	N/C
6	VHF, 136-174 MHz Dipole, red core (VHF Wideband)	15
7	800 MHz, 1/2 Wave, red core	N/C
8	700/800 MHz, 1/2 Wave, green core	N/C
9	700/800 MHz, 1/4 Wave, white core	N/C

3 Select a Battery

0	No Battery (credit)	$ - 40
3	NIMH, Extra-High Capacity Battery Pack, Immersion	N/C
4	Li-Ion Ultra-High Capacity Battery Pack, Immersion	35
7	NIMH, Extra-High Capacity Battery Pack, I/S and Immersion	N/C

4 Select a Housing

0	Black Housing	$ N/C
3	Black Housing - Immersion Rated	100

5 Select the Protocol

1	Analog FM	$150
2	Digital/Project 25 CAI AMBE+2 with Free Single-Key DES-OFB (includes protocol option 1)	200

6 Select the System Option

0	Conventional System	$ 350
1	SMARTNET® II Trunking (includes system option 0)	575
2	SmartZone® Trunking (includes system options 0 & 1)	650
3	SmartZone® Trunking and Project 25 Trunking (includes system options 0, 1 & 2)	700
4	Project 25 Only Trunking (includes system option 0)	475

7 Select Optional Software Control Features *(may select up to four options)*

Channels/Talkgroups *(choose one)*

80	48 Channels/Talkgroups (standard with Model I)	$ N/C
82	512 Channels/Talkgroups (standard with Models II & III)	N/C

Encryption *(optional, choose one)*

05	AES Encryption (multi-key)	$ 475
06	DES/DES-OFB Encryption (multi-key)	550

Programming & Data

11	Project 25 OTAR Conventional & Trunking	$ 750
13	Project 25 Data Conventional	140
14	Project 25 Data Trunking (includes conventional data; requires system option 3 or 5)	200
31	Hardware System Key Only	N/C
50	Zone Fail-Site Lock (requires system option 2 or 3)	165
60	MDC1200/GE-Star Signaling	50
70	Over-the-Air-Programming (OTAP)	200

51SL ES *Price List* *cont.*

Enter & add prices here

Portable Base Model	$
Antenna	$
Battery	$
Housing	$
Protocol	$
System Option	$
Software Options	$

1					2	3	4		5	6		7						
				—				—			—							
Portable 4-Digit Model #					Antenna #	Battery #	Housing #		Protocol #	System Options #		Enter up to Four 2-Digit Software Control Options in Numberical Order. List Only Requested Options.						

3 Enter Prices & Total

51SL ES Series Portable Radio Model, Antenna, Battery, Housing, Protocol, and System Option Price	$
Total of Software Control Option Prices (up to four) *Volume pricing may be available. Contact your account manager for information.*	$
TOTAL PRICE	$

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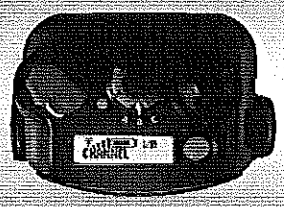
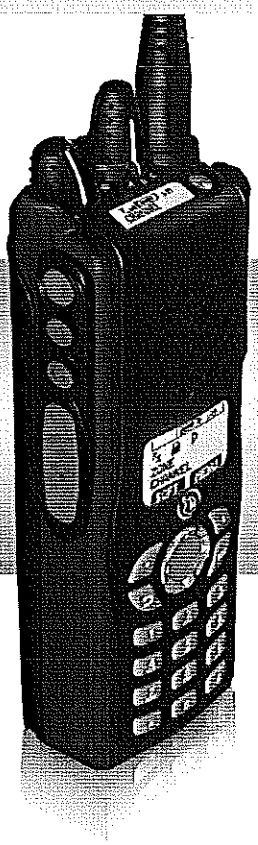
EFJohnson TECHNOLOGIES

EFJohnson's Viking™ portfolio offers products catering to mission critical communication systems. Viking P25 subscribers offer a broad set of capabilities to fully meet the communication needs of our customer networks with interoperability, reliability, and maximum flexibility.

Viking™ VP600 7/800 MHz

With a top display and 1 Watt rated audio, the VP600 portable offers enhanced visual and audio features that make first responder communications effortless.





Designed for outstanding mission critical performance, ruggedness, and reliability, the Viking VP600 is the next generation of EFJohnson's portable radio. The Viking VP600 is a P25 Phase 2 capable radio equipped with industry leading audio, display, and advanced feature capabilities that meet the needs of police, fire, EMS and other mission critical users.

EASY TO OPERATE

- Top display maximizes viewing while in hip holster
- Backlit displays with controllable settings to increase visibility in all lighting conditions
- Backlit keypad
- Equipped with multiple visual indicators including battery level and signal strength to check status at a glance
- Ergonomic knobs for easier operation with gloves

RUGGED & RELIABLE

- Meets applicable MIL Standard 810 G specs
- Immersion rating (IP67) on all radios *(waterproof in 1 meter of water up to 30 minutes)*

SUPERIOR AUDIO QUALITY

- High performance speaker provides 1W rated audio for loud and clear sound across various noise environments
- State of the art AMBE+2 version 1.6 vocoder using TIA's latest standards

P25 COMPLIANT

- Supports P25 CAI (Common Air Interface)
- Trunked and conventional system protocols
- Over-the-Air rekeying (OTAR) functionality

FLEXIBLE

- A future proof investment with P25 Phase 2 capability
- Programmable soft keys and menu
- Up to 1024 channels
- Text messaging for P25 Conventional
- Supports narrowband (12.5 kHz) & wideband (25 kHz) channel spacing with multiple system protocols
- Industry-standard encryption capabilities such as AES and DES-OFB
- Voice announcement*
- Armada™ programming software provides ultimate operator flexibility and configurability in managing radio fleet

MULTI-PROTOCOL/MULTI-MODE CAPABILITY

- Compatible with Motorola® System v 7.x, Motorola Astro® and SMARTNET® II/SmartZone®
- MDC-1200 and GE-Star signaling

ACCESSORY SUITE

- Complete line of accessories including speaker mics, cases, batteries, antennas, and chargers
- Viking is compatible with ES series accessories

**Future availability*

AMBE+2 P25 MADE IN U.S.A.

www.efjohnson.com | EFJohnson TECHNOLOGIES

TYPICAL PERFORMANCE SPECIFICATIONS

Viking VP600 7/800 MHz

GENERAL	700/800
Frequency Range	763-806 MHz 806-870 MHz
Channel Spacing	12.5 kHz, 25 kHz
Max Freq. Separation	Full Bandsplit
FCC Type Acceptance Certification	ATH2425770
Canada Type Certification	IC: 933B-2425770
FCC Emissions Designators	16K0F3E, 14K0F3E, 11K0F3E, 8K10F1D, 8K10F1E
Input Voltage	7.4 V
Dimensions (w/o antenna) HxWxD	7.5" x 2.62" x 1.75"
Weight (w/o standard battery)	12.2 oz
Case	Polycarbonate-black
Temperature Range	-30° C to +60° C
Vocoder	AMBE+2 version 1.6

Transmitter	700/800
RF Power Output	2.5/3 W
Frequency Stability (-30°C to +60°C)	1.5 ppm
Modulation Limiting 25 kHz Channels	5 kHz
Modulation Limiting 12.5 kHz Channels	2.5 kHz
Emissions (Conducted/Radiated)	75 dBc
Audio Response	+1 , -3 dB
FM Hum and Noise 25 kHz Channels	45 dB
FM Hum and Noise 12.5 kHz Channels	39 dB
Audio Distortion	3 %

Receiver	700/800
Audio Power Output (Rated)	1 W
Frequency Stability (-30°C to +60°C)	1.5 ppm
Analog Mode Sensitivity: 12 dB SINAD	-119 dBm
Digital Mode Sensitivity: 5% BER	-119 dBm
Adjacent Channel Rejection: 25 kHz Channels	75 dB
Adjacent Channel Rejection: 12.5 kHz Channels	60 dB
Intermodulation	75 dB
Spurious & Image Rejection	80 dB
FM Hum and Noise 25 kHz Channels	40 dB
FM Hum and Noise 12.5 kHz Channels	34 dB
Audio Distortion	3 %

Battery	Dimensions (HxWxD)	Weight	Approx. Life (5/5/90)
High Capacity Lithium Ion (3780 mA hours nominal)	6.5" x 2.3" x .78"	8.1 oz	12 hours

Environmental Specifications

Environment	Mil Spec	810G
	M	P
Low Pressure	500.5	II
High Temp.	501.5	II
Low Temp.	502.5	II
Temp. Shock	503.5	I-D
Solar Radiation	505.5	I
Rain/Blown Rain	506.5	I
Humidity	507.5	I
Salt Fog	509.5	NA
Dust and Sand	510.5	I
Vibration	514.6	I
Shock	516.6	VI, V
Immersion	512.5	I

M=Method, P=Procedure
Also meets equivalent superseded C, D, E, and F standards.
Immersion meets IEC 529 IP67

Encryption Options

Supported Encryption	AES, DES-OFB
Encryption Key/ Radio	126 Common Key Reference (CKR), 126 Physical Identifier, (PID), Compatible w/ Motorola Key Variable Loader
Encryption Frame Re-sync Interval	P25 CAI 360 MSEC
Encryption Keying	External Key Loader, OTAR
Mode	OFB-Output Feedback
Encryption Type	Digital
Key Erasure	Keyboard Command
Standards	FIPS 46-3, FIPS 81, FIPS 140-2, FIPS 197

Specifications are measured per TIA 102.CAAA-C, TIA 102.CAAB-C and per TIA 603-D.
All EFJohnson radios are made in the U.S.A.

All specifications are subject to change without notice.
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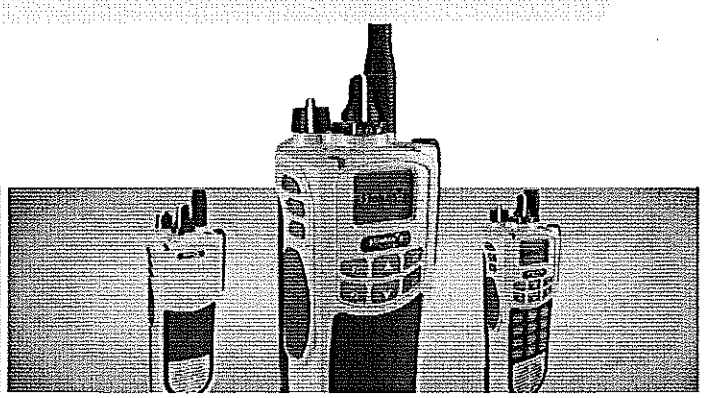
Phone: 972.819.0700 • Toll Free: 1.800.328.3911 • Fax: 972.819.2307

EFJohnson TECHNOLOGIES

EFJohnson's Viking™ Solution portfolio offers products catering to mission critical communication systems. Viking P25 subscribers offer a broad set of capabilities to fully meet the communication needs of our customer networks with interoperability, reliability, and maximum flexibility.

51FIRE ES *Price List*



To Make a Model String.... select radio and options, enter numbers in boxes *(worksheet on last page)*

①				—	②	③		—	④	⑤	—	⑥							
				—			4	—			—								
Portable 4-Digit Model #					Antenna #	Battery #	Housing #		Protocol #	System Option #		Enter up to Four 2-Digit Software Control Options In Numerical Order. List Only Requested Options.							

Standard Features:

- Bright Yellow Housing
- Immersion Rated Housing
- MDC1200 & GE-Star Signaling
- Factory Mutual Intrinsically Safe Rated
- Both Round & Blade Knobs Included

① Select One Portable Base Model

Intrinsically Safe Model (standard for 51FIRE ES)		**List Price**
521D	VHF, 136-174 MHz, 5W, Model I	$1,250
521E	VHF, 136-174 MHz, 5W, Model II	1,500
521F	VHF, 136-174 MHz, 5W, Model III	1,725
522D	UHF, 380-470 MHz, 4W, Model I	1,250
522E	UHF, 380-470 MHz, 4W, Model II	1,500
522F	UHF, 380-470 MHz, 4W, Model III	1,725
524D	UHF, 450-512 MHz, 4W, Model I*	1,250
524E	UHF, 450-512 MHz, 4W, Model II*	1,500
524F	UHF, 450-512 MHz, 4W, Model III*	1,725
527D	700/800 MHz, 762-806 MHz, 2.5W, and 806-870 MHz, 3W, Model I	1,250
527E	700/800 MHz, 762-806 MHz, 2.5W, and 806-870 MHz, 3W, Model II	1,500
527F	700/800 MHz, 762-806 MHz, 2.5W, and 806-870 MHz, 3W, Model III	1,725

② Select an Antenna

0	No Antenna (credit)	$ - 15
1	VHF, 136-151 MHz Helical, yellow core (Federal)	N/C
2	VHF, 151-162 MHz Helical, black core (Public Safety)	N/C
3	VHF, 162-174 MHz Helical, blue core (Business & Industrial)	N/C
4	UHF, 380-520 MHz, 1/4 Wave, white core	N/C
6	VHF, 136-174 MHz Dipole, red core (VHF Wideband)	15
7	800 MHz, 1/2 Wave, red core	N/C
8	700/800 MHz, 1/2 Wave, green core	N/C
9	700/800 MHz, 1/4 Wave, white core	N/C

*Call for availability

3 Select a Battery

0	No Battery (credit)	$ - 40
7	NiMH, Extra-High Capacity Battery Pack, I/S and Immersion	N/C

4 Select the Protocol

1	Analog FM	$ N/C
2	Digital/Project 25 CAI AMBE+2 with Free Single-Key DES-OFB (includes protocol option 1)	200

5 Select the System Option

0	Conventional System	$ 350
1	SMARTNET® II Trunking (includes system option 0)	575
2	SmartZone® Trunking (includes system options 0 & 1)	650
3	SmartZone® Trunking and Project 25 Trunking (includes system options 0, 1 & 2)	700
4	Project 25 Only Trunking (includes system option 0)	475

6 Select Optional Software Control Features *(may select up to four options)*

Channels/Talkgroups *(choose one)*

80	48 Channels/Talkgroups	$ N/C
81	256 Channels/Talkgroups	N/C
82	512 Channels/Talkgroups (standard)	N/C

Encryption *(optional, choose one)*

05	AES Encryption (multi-key)	$ 475
06	DES/DES-OFB Encryption (multi-key)	550

Programming & Data

11	Project 25 OTAR Conventional & Trunking	$ 750
13	Project 25 Data Conventional	140
14	Project 25 Data Trunking (includes conventional data; requires system option 3 or 5)	200
31	Hardware System Key Only	N/C
40	FIRESafe™ First Responder	250
41	FIRESafe™ First Command	350
50	Zone Fail-Site Lock (requires system option 2 or 3)	165
70	Over-the-Air-Programming (OTAP)	200

51FIRE ES *Price List* *cont.*

Enter & add prices here

Portable Base Model	$
Antenna	$
Battery	$
Protocol	$
System Option	$
Software Options	$

1					2	3		4	5		6						
				—			4	—			—						
Portable 4-Digit Model #					Antenna #	Battery #	Housing #		Protocol #	System Option #	Enter up to Four 2-Digit Software Control Options in Numerical Order. List Only Requested Options.						

8 Enter Prices & Total

51FIRE ES Series Portable Radio Model, Antenna, Battery, Housing, Protocol, and System Option Price	$
Total of Software Control Option Prices (up to four) *Volume pricing may be available. Contact your account manager for information.*	$
TOTAL PRICE	$

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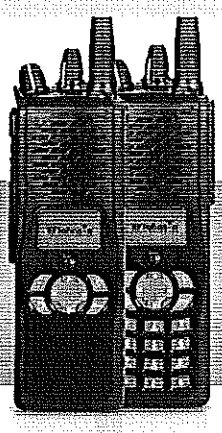
1440 Corporate Drive, Irving, TX 75038-2401 • www.efjohnson.com
Phone: 972.819.0700 • Toll Free: 1.800.328.3911 • Fax: 972.819.2307

EFJohnson TECHNOLOGIES

EFJohnson's Viking™ Solution portfolio offers products catering to mission critical communication systems. Viking P25 subscribers offer a broad set of capabilities to fully meet the communication needs of our customer networks with interoperability, reliability, and maximum flexibility.

Viking™ VP600 *Price List*



To Make a Model String.... select radio and options, enter numbers in boxes *(worksheet on last page)*

①					—	②	③		—	④	⑤	—	⑥							
V	P	6	3	3	—			3	—			—								
Portable 5-Digit Model #						Antenna #	Battery #	Housing #		Protocol #	System Option #		Enter up to Four 2-Digit Software Control Options In Numerical Order. List Only Requested Options.							

① Select One Portable Base Model

		List Price
VP632	700/800 MHz, 762-806 MHz, 2.5W, and 806-870 MHz, 3W, Model II	1,850
VP633	700/800 MHz, 762-806 MHz, 2.5W, and 806-870 MHz, 3W, Model III	2,100
VP612	VHF, 136-174 MHz, 5W, Model II	1,850
VP613	VHF, 136-174 MHz, 5W, Model III	2,100

② Select an Antenna

0	No Antenna (credit)	$ - 15
1	VHF, 136-151 MHz	N/C
2	VHF, 151-162 MHz	N/C
3	VHF, 162-174 MHz	N/C
6	VHF, 136-174 MHz (VHF Wideband)	15
7	800 MHz, 1/2 Wave, red core	N/C
8	700/800 MHz, 1/2 Wave, green core	N/C

③ Select a Battery

0	No Battery (credit)	$ - 40
4	Li-Ion Ultra-High Capacity Battery Pack, Immersion	N/C

④ Select the Protocol

1	Analog FM	$ N/C
2	Digital/Project 25 CAI AMBE+2 with Free Single-Key DES-OFB (includes protocol option 1)	200

5 Select the System Option

0	Conventional System	$ 350
1	SMARTNET® II Trunking (includes system option 0)	625
2	SmartZone® Trunking (includes system options 0 & 1)	725
3	SmartZone® Trunking and Project 25 Trunking (includes system options 0, 1 & 2)	850
4	Project 25 Only Trunking (includes system option 0)	475

6 Select Optional Software Control Features *(may select up to four options)*

Channels/Talkgroups *(choose one)*

84	1024 Channels/Talkgroups (standard)	N/C

Encryption *(optional, choose one)*

05	AES Encryption (multi-key)	$ 475
06	DES/DES-OFB Encryption (multi-key)	550

Programming & Data

11	Project 25 OTAR Conventional & Trunking	$ 750
13	Project 25 Data Conventional	140
14	Project 25 Data Trunking (includes conventional data; requires system option 3 or 5)	200
50	Zone Fail-Site Lock (requires system option 2 or 3)	165
60	MDC1200/GE-Star Signaling	50

Viking VP600 *Price List* *cont.*

Enter & add prices here

Portable Base Model	$
Antenna	$
Battery	$
Protocol	$
System Option	$
Software Options	$

1						2	3		4	5		6						
V	P	6	3	3	—			3	—			—						
Portable 5-Digit Model #						Antenna #	Battery #	Housing #		Protocol #	System Option #		Enter up to Four 2-Digit Software Control Options In Numerical Order. List Only Requested Options.					

8 Enter Prices & Total

Viking VP600 Portable Radio Model, Antenna, Battery, Housing, Protocol, and System Option Price	$
Total of Software Control Option Prices (up to four) *Volume pricing may be available. Contact your account manager for information.*	$
TOTAL PRICE	$

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1440 Corporate Drive, Irving, TX 75038-2401 • www.efjohnson.com
Phone: 972.819.0700 • Toll Free: 1.800.328.3911 • Fax: 972.819.2307

EFJohnson TECHNOLOGIES

CONTRACT SUPPLEMENT
SP-37 Rev. 11/08

Purchasing Contact:
Kris H. Wohlgemuth, AFAO

Telephone Number:
(860) 713-5606

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 CAPITOL AVE., 5th Floor
HARTFORD, CT 06106

Contract Award Number
10ITZ0018
Contract Award Date
August 3, 2010
SUPPLEMENT DATE
June 8, 2012

CONTRACT AWARD SUPPLEMENT # 7

IMPORTANT: *This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION:
7000 – Two-Way Radio Communication Equipment & Services

FOR:	**TERM OF CONTRACT:**
Department of Information Technology, Department of Emergency Management & Homeland Security (DEMHS), All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education **101 East River Drive, East Hartford, CT 06108**	**4 Years from Date of Contract Award**

NOTICE TO CONTRACTORS: This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

Supplement # 7 Changes / Updates the following:

Update ICom's POC:

Government Sales & Customer Service
Email: governmentsales@icomamerica.com
Phone: 425.450.6090
Fax: 425.450.6063
Supports: Pricing, availability, quotes, orders, tracking, etc.

Kristina Pickering
Government Sales Program Manager
Email: salescontracts@icomamerica.com
Phone: 425.450.6092
Fax: 425.450.6063
Supports: Bid & Contract Administration, Sales Programs, etc.

Date Issued: **June 8, 2012**

APPROVED_____
Kris H. Wohlgemuth Contract Specialist
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
SP-37 Rev. 11/08

Purchasing Contact:
Kris H. Wohlgemuth, AFAO

Telephone Number:
(860) 713-5606

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 CAPITOL AVE., 5th Floor
HARTFORD, CT 06106

Contract Award Number
10ITZ0018
Contract Award Date
August 3, 2010
SUPPLEMENT DATE
March 30, 2012

CONTRACT AWARD SUPPLEMENT # 6

IMPORTANT: *This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION:
7000 – Two-Way Radio Communication Equipment & Services

FOR:	**TERM OF CONTRACT:**
Department of Information Technology, Department of Emergency Management & Homeland Security (DEMHS), All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education **101 East River Drive, East Hartford, CT 06108**	**4 Years from Date of Contract Award**

NOTICE TO CONTRACTORS: This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

Supplement # 6 Changes / Updates the following:

Update Catalogs for:

WPCS International – Hartford Operations

- **Motorola Pro List Price 3-1-2012**
- **Motorola Commercial List Price 3-1-2012**

Northeastern Communication

- **Motorola Branded List Price 3-1-2012**

Date Issued: **March 30, 2012**

APPROVED_____
Kris H. Wohlgemuth Contract Specialist
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
SP-37 Rev. 11/08

Purchasing Contact:
Kris H. Wohlgemuth, AFAO

Telephone Number:
(860) 713-5606

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 CAPITOL AVE., 5th Floor
HARTFORD, CT 06106

Contract Award Number
10ITZ0018
Contract Award Date
August 3, 2010
SUPPLEMENT DATE
October 28, 2011

CONTRACT AWARD SUPPLEMENT # 5

IMPORTANT: *This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION:
7000 – Two-Way Radio Communication Equipment & Services

FOR:	**TERM OF CONTRACT:**
Department of Information Technology, Department of Emergency Management & Homeland Security (DEMHS), All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education **101 East River Drive, East Hartford, CT 06108**	**4 Years from Date of Contract Award**

NOTICE TO CONTRACTORS: This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

Supplement # 5 Changes / Updates the following:

Update Catalogs for:

WPCS International – Hartford Operations

- **Motorola Conv. Trucking List 10-03-11**
- **Motorola Radius List 10-11-11**
- **Vertex Standard List Price Pages 09-26-11**

Date Issued: **October 28, 2011**

APPROVED_____
Kris H. Wohlgemuth
AFAO
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
SP-37 Rev. 11/08

Purchasing Contact:
Kris H. Wohlgemuth, AFAO

Telephone Number:
(860) 622-2246

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
10ITZ0018
Contract Award Date
August 3, 2010
SUPPLEMENT DATE
May 12, 2011

CONTRACT AWARD SUPPLEMENT # 4

IMPORTANT: *This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION:
7000 – Two-Way Radio Communication Equipment & Services

FOR:	**TERM OF CONTRACT:**
Department of Information Technology, Department of Emergency Management & Homeland Security (DEMHS), All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education 101 East River Drive, East Hartford, CT 06108	**4 Years from Date of Contract Award**

NOTICE TO CONTRACTORS: This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

Supplement # 4 Changes / Updates the following:

Update EFJohnson Contact Information:

Sales- Tammie Mischke 214-277-4957 tmischke@efjohnson.com

Sales Support-Juan Marquez 1-800-328-3911 Ext 2909

Technical Support 1-800-328-3911 Option 3

Place an order/check status 1-800-328-3911 Option 1

Repair Depot 1-800-328-3911 Option 4

EFJohnson Main Number 1-972-819-0700

Date Issued: **May 12, 2011**

APPROVED_____
Jacqueline Shirley
***Director of Contracts & Purchasing* Division**
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
SP-37 Rev. 11/08

Purchasing Contact:
Kris H. Wohlgemuth, AFAO

Telephone Number:
(860) 622-2246

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
10ITZ0018
Contract Award Date
August 3, 2010
SUPPLEMENT DATE
March 28, 2011

CONTRACT AWARD SUPPLEMENT # 3

IMPORTANT: *This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION:
7000 – Two-Way Radio Communication Equipment & Services

FOR:	**TERM OF CONTRACT:**
Department of Information Technology, Department of Emergency Management & Homeland Security (DEMHS), All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education **101 East River Drive, East Hartford, CT 06108**	**4 Years from Date of Contract Award**

NOTICE TO CONTRACTORS: This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

Supplement # 3 Changes / Updates the following:

- **Update D&R Communications Address Only:**
  - D&R Communications
    15 Gore Road
    Webster Ma 01570

Date Issued: **March 28, 2011**

APPROVED_____
Jacqueline Shirley
***Director of Contracts & Purchasing* Division**
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
SP-37 Rev. 11/08

Purchasing Contact:
Kris H. Wohlgemuth, AFAO

Telephone Number:
(860) 622-2246

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
10ITZ0018
Contract Award Date
August 3, 2010
SUPPLEMENT DATE
September 21, 2010

CONTRACT AWARD SUPPLEMENT # 2

IMPORTANT: *This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION:
7000 – Two-Way Radio Communication Equipment & Services

FOR:	**TERM OF CONTRACT:**
Department of Information Technology, Department of Emergency Management & Homeland Security (DEMHS), All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education **101 East River Drive, East Hartford, CT 06108**	**4 Years from Date of Contract Award**

NOTICE TO CONTRACTORS: This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

Supplement # 2 Changes / Updates the following:

- **Update Utility Communication's Catalog Pricing and Product Pages for:**

  Comprod Antenna - US Price List 2010

Date Issued: **September 21, 2010**

APPROVED_____
Jacqueline Shirley
***Director of Contracts & Purchasing* Division**
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
SP-37 Rev. 11/08

Purchasing Contact:
Kris H. Wohlgemuth, AFAO

Telephone Number:
(860) 622-2246

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
10ITZ0018
Contract Award Date
August 3, 2010
SUPPLEMENT DATE
September 20, 2010

CONTRACT AWARD SUPPLEMENT # 1

IMPORTANT: *This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION:
7000 – Two-Way Radio Communication Equipment & Services

FOR:	**TERM OF CONTRACT:**
Department of Information Technology, Department of Emergency Management & Homeland Security (DEMHS), All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education **101 East River Drive, East Hartford, CT 06108**	**4 Years from Date of Contract Award**

NOTICE TO CONTRACTORS: This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

Supplement # 1 Changes / Updates the following:

- **Change Point of Contact for Vertex Standard to:**

Ralph Orta
Regional Sales Manager
Eastern Government Accounts
156 Victoria Ave.
Paramus, NJ 07652
Phone # 201-995-3989
Email: r.orta@vxstdusa.com

Date Issued: **September 20, 2010**

APPROVED_____
Jacqueline Shirley
***Director of Contracts & Purchasing* Division**
(Original Signature on Document in Procurement Files)

CONTRACT AWARD
SP-38 Rev. 03/06

Purchasing Contact:
Kris Wohlgemuth, AFAO

Telephone Number:
(860) 622-2246

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award #
10ITZ0018
Contract Award Date
August 3, 2010
Expiration Date
August 2, 2014

CONTRACT AWARD

IMPORTANT: *THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION:
7000 – Two-Way Radio Communication Equipment & Services

FOR:	**Department of Information Technology, Department of Emergency Management & Homeland Security (DEMHS), All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education 101 East River Drive East Hartford, CT 06108**	DELIVERY DATE REQ'D: **See Vendors Bid Schedule** **TERM OF CONTRACT:** **4 Years from Date of Contract Award** AGENCY REQUISITION NUMBER: **ITD0000001201**

IN STATE (NON-SB) CONTRACT VALUE	DAS *CERTIFIED* SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
$150,000.00	**$380,000.00**	**$230,000.00**	**$760,000.00**

NOTICE TO CONTRACTORS: This notice of award is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.
NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Director concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

- CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

APPROVED_____
Kris Wohlgemuth
AFAO
IT Contracts & Purchasing Division
(Original Signature on Document in Procurement Files)

APPROVED_____
Joseph Dominello
Chief Administrative Officer
(Original Signature on Document in Procurement Files) 8/3/10

Date Issued: August 3, 2010

Contractor(s) Information

Company Name: ***Communications Plus, LLC.***
Address: ***84 Salem Turnpike, Norwich, CT 06360***
Tel. No.: ***(860) 886-4408*** *Fax No.:* ***(860) 889-3016*** *Contract Value:* ***$50,000***
Toll Free # ***(888) 786-4408***
Contact Person: ***Allyson Goudreau*** *Vendor ID. #* ***0000086996*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***None*** *Terms:* ***Net 45 Days*** *Agrees to Supply Political Sub-Divisions:* ***Yes***
Company E-mail Address: **ally@commplus.com** ***Company Website:***

Company Name: ***Communications Services of CT, LLC.***
Address: ***198 West Church Street, Seymour CT 06483***
Tel. No.: ***(203) 888-9770*** *Fax No.:* ***(203) 888-7916*** *Contract Value:* ***$50,000***
Contact Person: ***Michael Gardella*** *Vendor ID. #* ***0000051896*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***SBE*** *Terms:* ***Net 30 Days*** *Agrees to Supply Political Sub-Divisions:* ***Yes***
Company E-mail Address: **radiosvc@aol.com** ***Company Website:***

Company Name: ***Connecticut Radio, Inc.***
Address: ***1208 Cromwell Avenue, Rocky Hill, CT 06067***
Tel. No.: ***(860) 563-4867*** *Fax No.:* ***(860) 563-1179*** *Contract Value:* ***$50,000***
Contact Person: ***William Charamut*** *Vendor ID. #* ***0000012195*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***SBE*** *Terms:* ***Net 30 Days*** *Agrees to Supply Political Sub-Divisions:* ***Yes***
Company E-mail Address: **wcc@connradio.com** ***Company Website:*** **www.connradio.com**

Company Name: ***D & R Communications, LLC***
Address: ***915 Gore Road, Webster, MA 01570***
Tel. No.: ***(508) 943-9595*** *Fax No.:* ***(508) 943-2676*** *Contract Value:* ***$50,000***
Contact Person: ***Roger Santerre*** *Vendor ID. #* ***0000086997*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***None*** *Terms:* ***Net 45 Days*** *Agrees to Supply Political Sub-Divisions:* ***Yes***
Company E-mail Address: **rbs@drradio.com** ***Company Website:*** **www.drradio.com**

Company Name: ***Discount Two-Way Radio Corporation***
Address: ***1430 240th Street, Harbor City, CA 90710***
Tel. No.: ***(800) 895-5122*** *Fax No.:* ***(310) 224-5101*** *Contract Value:* ***$20,000***
Contact Person: ***Tony Varbanov*** *Vendor ID. #* ***0000132883*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***None*** *Terms:* ***Net 45 Days*** *Agrees to Supply Political Sub-Divisions:* ***Yes***
Company E-mail Address: **tony@dtwr.com** ***Company Website:*** **www.dtwr.comm**

Company Name: ***Economy 2-Way Distributors, Inc.***
Address: ***50 Timber Lane, Gilford NH 03249***
Tel. No.: ***(800) 334-0700*** *Fax No.:* ***(603) 527-0892*** *Contract Value:* ***$20,000***
Contact Person: ***D.C. Engelhardt*** *Vendor ID. #* ***0000071224*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***None*** *Terms:* ***Net 45 Days*** *Agrees to Supply Political Sub-Divisions:* ***Yes***
Company E-mail Address: **info@econ2way.com** ***Company Website:*** **www.econ2way.com**

Company Name: ***E. F. Johnson Company***
Address: ***1440 Corporate Drive, Irving TX 75038***
Tel. No.: ***(800) 328-3911*** *Fax No.:* ***(972) 819-0851*** *Contract Value:* ***$50,000***
Contact Person: ***Kip Wilson*** *Vendor ID. #* ***0000016395*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***None*** *Terms:* ***Net 45 Days*** *Agrees to Supply Political Sub-Divisions:* ***Yes***
Company E-mail Address: **kwilson@efji.com** ***Company Website:*** **www.efjohnsontechnologies.com**

Company Name: ***ICOM America, Inc..***
Address: ***2380 116th Ave. NE, Bellevue WA 908004***
Tel. No.: ***(609) 641-9590*** *Fax No.:* ***(425)450-6063*** *Contract Value:* ***$50,000***
Contact Person: ***Mathew Macready*** *Vendor ID. #* ***0000051064*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***None*** *Terms:* ***Net 45 Days*** *Agrees to Supply Political Sub-Divisions:* ***Yes***
Company E-mail Address : **gsa@icomamerica.com** ***Company Website:*** **www.icomamerica.com**

Company Name: ***J&S Radio Sales, Inc.***
Address: ***1147 Main Street, Willimantic, CT 06226***
Tel. No.: ***(860) 456-2667*** *Fax No.:* ***(860) 456-4479*** *Contract Value:* ***$50,000***
Contact Person: ***Anthony Marsalisi*** *Vendor ID. #* ***0000010553*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***SBE*** *Terms:* ***Net 45 Days*** *Agrees to Supply Political Sub-Divisions:* ***Yes***
Company E-mail Address: **jsradio@snet.net** ***Company Website:*** **www.jsradiosales.com**

Company Name: ***Marcus Communications LLC***
Address: ***275 New State Road, Manchester CT 06042***
Tel. No. ***(860) 646-1839 / (800) 835-7725*** *Fax No.:* ***(860) 649-8492*** *Contract Value:* ***$50,000***
Contact Person: ***Michael Bula*** *Vendor ID. #* ***0000011474*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***SBE*** *Terms:* ***Net 45 Days*** *Agrees to Supply Political Sub-Divisions:* ***Yes***
Company E-mail Address: **mike.bula@marcusradio.com** ***Company Website:*** **www.marcusradio.com**

Company Name: ***Midland Radio Corporation***
Address: ***15900 Parretta Drive, Kansas City, MO 64120***
Tel. No. ***(816) 241-8500 / (800) 821-7848*** *Fax No.:* ***(816) 241-5713*** *Contract Value:* ***$50,000***
Contact Person: ***Susan Ballew*** *Vendor ID. #* ***0000052760*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***None*** *Terms:* ***Net 45 Days*** *Agrees to Supply Political Sub-Divisions:* ***Yes***
Company E-mail Address: **sballew@midlandradio.com** ***Company Website:*** **www.midlandradio.com**

Company Name: ***Northeastern Communications, Inc***
Address: ***7 Great Hill Road, Naugatuck, CT 06770***
Tel. No. ***(203) 575-9008 / (800) 223-9008*** *Fax No.:* ***(203) 568-6909*** *Contract Value:* ***$50,000***
Contact Person: ***Dawn Rizzo*** *Vendor ID. #* ***0000013453*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***WBE*** *Terms:* ***Net 30 Days*** *Agrees to Supply Political Sub-Divisions:* ***Yes***
Company E-mail Address: **drizzo@norcomct.net** ***Company Website:*** **www.norcomct.net**

Company Name: ***Northwest Communications Inc.***
Address: ***44 Shingle Mill Road, Harwinton, CT 06791***
Tel. No. ***(860) 485-1406*** *Fax No.:* ***(860) 485-9997*** *Contract Value:* ***$30,000***
Contact Person: ***Aline M. Nelson*** *Vendor ID. #* ***0000069739*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***WBE*** *Terms:* ***Net 45 Days*** *Agrees to Supply Political Sub-Divisions:* ***Yes***
Company E-mail Address: **aline@northwestcomm.net** ***Company Website:*** **www.northwestcomm.net**

Company Name: ***Tactical Communications, Inc.***
Address: ***29 Soundview Road, Guilford, CT 06437***
Tel. No. ***(203) 453-2389 / (800) 993-0313*** *Fax No.:* ***(203) 458-9247*** *Contract Value:* ***$50,000***
Contact Person: ***David Moffat*** *Vendor ID. #* ***0000011158*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***SBE*** *Terms:* ***Net 45 Days*** *Agrees to Supply Political Sub-Divisions:* ***Yes***
Company E-mail Address: **tactical.comm@snet.net** ***Company Website:*** **www.taccomm.com**

Company Name: ***Thales Communications, Inc***
Address: ***22605 Gateway Center Drive, Clarksburg MD 20871***
Tel. No.: ***(240) 864-7528*** *Fax No.:* ***(240) 864-7526*** *Contract Value:* ***$20,000***
Contact Person: ***Thomas Stebbing*** *Vendor ID. #* ***0000133008*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***None*** *Terms:* ***Net 45 Days*** *Agrees to Supply Political Sub-Division:* ***Yes***
Company E-mail Address: **thomas.stebbing@thalescomminc.com** ***Company Website:*** **www.thalescomminc.com**

Company Name: ***Three-Way Communications, Inc.***
Address: ***1000 Old County Circle, Windsor Locks CT 06096***
Tel. No.: ***(860) 627-0571*** *Fax No.:* ***(860) 627-0572*** *Contract Value:* ***$20,000***
Contact Person: ***Fred Davis*** *Vendor ID. #* ***0000019615*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***None*** *Terms:* ***Net 45 Days*** *Agrees to Supply Political Sub-Divisions:* ***Yes***
Company E-mail Address: **mail@3waycom.com** ***Company Website:***

Company Name: ***Utility Communications, Inc.***
Address: ***920 Sherman Avenue, Hamden, CT 06514***
Tel. No.: ***(203) 287-1306 / 800-443-1306*** *Fax No.:* ***(203) 248-9167*** *Contract Value:* ***$50,000***
Contact Person: ***Edward L. Abrams*** *Vendor ID. #* ***0000010331*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***SBE*** *Terms:* ***Net 30 Days*** *Agrees to Supply Political Sub-Divisions:* ***Yes***
Company E-mail Address: **eda@utilitycommunications.com** ***Company Website:*** **www.utilitycommunications.com**

Company Name: ***WPCS International Inc. Hartford Operations***
Address: ***427 Hayden Station Road,, Windsor, CT 06095***
Tel. No.: ***(860) 640-6600 / 800-972-3469*** *Fax No.:* ***(860) 640-6601*** *Contract Value:* ***$50,000***
Contact Person: ***Tony Ambrosino*** *Vendor ID. #* ***0000010365*** *Delivery:* ***Call Vendor***
Certification Type (SBE,MBE, WBE or None): ***None*** *Terms:* ***Net 45 Days*** *Agrees to Supply Political Sub-Divisions:* ***Yes***
Company E-mail Address: **tony.ambrosino@wpcs.com** ***Company Website:*** **www.wpcs-solutions.com**

Purchasing Contact:
Kris Wohlgemuth, AFAO
Telephone Number:
(860) 622-2246

E-Mail Address:
kris.wohlgemuth@ct.gov

CONTRACT AWARD SCHEDULE

10ITZ0018

CONTRACT AWARD DATE	**August 3, 2010**
DELIVERY	**Various – Call Vendor**
PAYMENT TERMS	**See Vendors Response**
CASH DISCOUNT	-- % -- Days
VENDOR NAMES:	***Multi Vendor Award***
VENDOR ID#'s:	***(See Contractor Information Section)***

Pricing includes all transportation charges FOB State Agency.

Department of Information Technology is issuing this contract award for

Pricing on Two Way Radio Communication Equipment and Services Catalog

On Behalf of

The Department of Emergency Management and Homeland Security, All Using State Agencies, Political Subdivisions, Municipalities, Non-Profits and Education

PURPOSE

The State of Connecticut is awarding this contract for the purpose of creating an electronic catalog, with pricing, of two-way radios including portable and mobile radios, mobile repeaters, desktop control stations, base station radios and base station repeaters, accessories and maintenance service **only.**

NOTE: Agencies, Towns and Vendors

This award is only to purchase new two-way radio equipment and services. Any accessories must be purchased with the radio equipment. This award is not for purchase of accessories. Vendors can not sell any items that may be in catalog that are not within the scope of the award. (Of two-way radio's to include portable and mobile radios, mobile repeaters, desktop control stations, base station radios and base station repeaters, accessories and maintenance service) Only T&C's of the contract award apply.

Instructions to Use this Contract Award

1) This contract award must be used by all in-scope State Agencies for the purchase of two-way radios including portable and mobile radios, mobile repeaters, desktop control stations, base station radios and base station repeaters, accessories and maintenance service only. All in-scope State Agencies must send a purchase request to DOIT via the CORE-10 system, with vendors quote attached.

2) Catalog Pricing includes equipment, programming up to 32 channels if required, delivery (unless noted), and warranty. All radio equipment includes a three year warranty. All accessories come with at least the standard manufacturer unless noted.

3) A Quick Reference Guide is provided for purchasing entities to use for the purposes of identifying vendors and the brands they are providing under this contract.

4) Equipment being purchased using Homeland Security Grant Funds or FEMA Funds must undergo an Interoperability Review by DEMHS. Follow this link for the proper forms and format. http://www.ct.gov/demhs/cwp/view.asp?a=1910&q=411692

Notes:

1. Ensure you have read and understand the terms and conditions of this contract. Bidders must comply with the attached Standard Bid & Contract Terms & Conditions, and Agency Specifications
2. Prices include equipment, programming, delivery, and warranty.

All correspondence regarding this Invitation to Bid must be in *writing* and submitted to:

kris.wohlgemuth@ct.gov

-or-

Attn.: AFAO Kris Wohlgemuth, CA # **10ITZ0018**
DOIT - Contract & Purchasing Division
101 East River Drive
East Hartford, CT 06108

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***Communication Plus, LLC***		*Vendor ID. #* ***0000086996***	
Address: ***84 Salem Turnpike, Norwich, CT 06360***			
Tel. No.: ***(860) 886-4408*** *Toll Free No.:* ***(888) 786-4408***	*Fax No. :* ***(860) 889-3016***		
Contact Person : ***Allyson Goudreau***			
Certification Type (SBE,MBE, WBE or None): ***None***	*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address: ally@commplus.org	*Company Website:*		

NOTE: Agencies, Towns and Vendors

This award is only to purchase new two-way radio equipment and services. Any accessories must be purchased with the radio equipment. This award is not for purchase of accessories. Vendors can not sell any items that may be in catalog that are not within the scope of the award. (Of two-way radio's to include portable and mobile radios, mobile repeaters, desktop control stations, base station radios and base station repeaters, accessories and maintenance service) Only T&C's of the contract award apply.

OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
Harris	10%	Yes	Harris Issued 12/31/2009	3 Years	60 Days A.R.O
Vertex	Various	Yes	Vertex Standard Land Mobile List Price Book 5/26/2010	3 Years	30 Days A.R.O
Non-OEM Vendor	**Discount % from Catolog**	**Quantity Discount (11-51+)**	**Catalog Name and Date**	**Warranty**	**Delivery**
Leather smith	20%	No	Leather smith Dealer Price List May, 15, 2009	See catalog	30 Days A.R.O
Otto	15%	Yes	Otto Two-Way Radio Communication Products List Price 2010/2011	24 Months	30 Days A.R.O
PowerProducts *(Radio Batteries Only)*	12%	Yes	PowerProducts LMR Catalog May 1, 2010	See catalog	30 Days A.R.O
Pyramid	15%	Yes	Pyramid Manufactures Suggested Retail Price List July 1st, 2009	I year	30 Days A.R.O
Sensear (Smart Earmuff Headset only)	2%	No	Sensear USD Price List May 20, 2010	I year	30 Days A.R.O
TX RX Systems	11%	No	Bird Technologies Group TX RX Systems Price List Jan. 1 2009	I year	45 Days A.R.O
Zetron	0%	Yes	Zetron Price Book 4/09	I year	60 Days A.R.O

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***Communications Services of CT, LLC***				*Vendor ID. #* ***0000051896***	
Address: ***198 West Church Street, Seymour CT 06483***					
Tel. No.: ***(203) 888-9770***		*Fax No. :* ***(203) 888-7916***			
Contact Person : ***Michael Gardella***					
Certification Type (SBE,MBE, WBE or None): ***SBE***			*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address:	radiosvc@aol.com		*Company Website:* **NO**		

NOTE: Agencies, Towns and Vendors

This award is only to purchase new two-way radio equipment and services. Any accessories must be purchased with the radio equipment. This award is not for purchase of accessories. Vendors can not sell any items that may be in catalog that are not within the scope of the award. (Of two-way radio's to include portable and mobile radios, mobile repeaters, desktop control stations, base station radios and base station repeaters, accessories and maintenance service) Only T&C's of the contract award apply.

OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
Daniels	0%	No	Daniels Electronics Price Code-H1 Version 3.64	Radios 3 yrs. Acc. 2 yr.	60 Days A.R.O
Kenwood	10-20%	Yes	Kenwood Catalog 3/2010 and Various	Radios 3 yrs. Acc. 1 yr.	30 Days A.R.O
Raytheon	0-5%	No	Raytheon Price List Dated 09/28/2009 Interoperability Equipment	See catalog	30 Days A.R.O
Non-OEM Vendor	**Discount % from Catolog**	**Quantity Discount (11-51+)**	**Catalog Name and Date**	**Warranty**	**Delivery**
Cimarron	20%	Yes	Cimarron List Prices Dated April 2010	See catalog	30 Days A.R.O
CPI Communications	10%	Yes	CPI Communications 2010 Dealer Price Guide	2 years	30 Days A.R.O
David Clark	5%	No	David Clark Catolog July 2007 See vendor for Catalog	1 year	30 Days A.R.O
FreeLinc	15%	No	FreeLinc Supplied Price Sheets Dated 5/11/2010	1 year	30 Days A.R.O
Leathersmith	20%	No	Leather smith Dealer Price List May, 15, 2009	See catalog	30 Days A.R.O
Otto	15%	No	Otto Two-Way Radio Communication Products List Price 2010/2011	24 Months	30 Days A.R.O
PCTel	20%	Yes	PCTel 2008 Antenna products Catalog/Price sheet Update 3/31/2010	See catalog	30 Days A.R.O
Pyramid	20%	Yes	Pyramid Manufactures Suggested Retail Price List July 1st, 2009	I year	30 Days A.R.O
Sinclair Technologies	5%	No	Sinclair Technologies 2008 Price Catalog	2 years	30 Days A.R.O

Tessco Wireless Guide	**0%**	**No**	**Tessco Wireless Guide Volume 27 Dated 2009 (Purchase from only Base/Antenna & Filters, Two-Way and Mobile/Antenna & Amps only**	**See catalog**	**30 Days Stock Item Only**
Transcrypt	**0-10%**	**Yes**	**Transcrypt Pricing Guide Dated April 2008**	**I year**	**30 Days A.R.O**
TX RX Systems	**10%**	**No**	**Bird Technologies TX RX Systems Price List Jan. 1 2009**	**I year**	**30 Days A.R.O**

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***Connecticut Radio, Inc.***			*Vendor ID. #* ***0000012195***	
Address: ***1208 Cromwell Ave., Rocky Hill CT 06067***				
Tel. No.: ***(860) 563-4867*** *Toll Free No.:* ***(800) 527-8855***		*Fax No.:* ***(860) 563-1179***		
Contact Person : ***Bill Charamut***				
Certification Type (SBE,MBE, WBE or None): ***SBE***		*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address:	wcc@connradio.com	*Company Website:* www.connradio.com		

NOTE: Agencies, Towns and Vendors

This award is only to purchase new two-way radio equipment and services. Any accessories must be purchased with the radio equipment. This award is not for purchase of accessories. Vendors can not sell any items that may be in catalog that are not within the scope of the award. (Of two-way radio's to include portable and mobile radios, mobile repeaters, desktop control stations, base station radios and base station repeaters, accessories and maintenance service) Only T&C's of the contract award apply.

OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
Motorola	15%	Yes	Motorola April 10, 2010	3 years	10 Days A.R.O
Non-OEM Vendor	**Discount % from Catolog**	**Quantity Discount (11-51+)**	**Catalog Name and Date**	**Warranty**	**Delivery**
Antennex	10%	No	Antennex 3/2/06	See catalog	10 Days A.R.O
Cimarron	10%	No	Cimarron List Prices Dated April 2010	See catalog	10 Days A.R.O
David Clark	10%	No	David Clark Catolog July 2007	1 year	10 Days A.R.O
Leathersmith	10%	No	Leather smith Dealer Price List May, 15, 2009	See catalog	10 Days A.R.O
Otto	10%	No	Otto Two-Way Radio Communication Products List Price 2010/2011	24 Months	10 Days A.R.O
Pyramid	10%	No	Pyramid Manufactures Suggested Retail Price List July 1st, 2009	I year	10 Days A.R.O
RCS *(Call Boxes)*	5%	No	RCS Call24, S-Series - Product Line 01-01-2010	24 Months	10 Days A.R.O
TX RX Systems	10%	No	Bird Technologies TX RX Systems Price List Jan. 1 2009	I year	10 Days A.R.O
Zetron	10%	No	Zetron - August 2007	I year	10 Days A.R.O

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***D & R Communications, LLC***				*Vendor ID. #* ***0000086997***	
Address: ***15 Gore Road, Webster MA 01570***					
Tel. No.: ***(508) 943-9595***		*Fax No. :* ***(508) 943-2676***			
Contact Person : ***Roger B. Santerre***					
Certification Type (SBE,MBE, WBE or None): ***None***			*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address:	RBS@DRRADIO.COM		*Company Website:* www.drradio.com		

NOTE: Agencies, Towns and Vendors

This award is only to purchase new two-way radio equipment and services. Any accessories must be purchased with the radio equipment. This award is not for purchase of accessories. Vendors can not sell any items that may be in catalog that are not within the scope of the award. (Of two-way radio's to include portable and mobile radios, mobile repeaters, desktop control stations, base station radios and base station repeaters, accessories and maintenance service) Only T&C's of the contract award apply.

OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
Daniels	10%	NO	**Daniels Price Book January 01, 2010**	3 years	**10 Days A.R.O**
Kenwood	10-20%	No	**Kenwood List 3/1/2010**	3 years	**10 Days A.R.O**
Motorola	20-30%	Yes	**Radius Complete May 2010, Motorola Conventional & Trunk May 2010,**	3 years	**10 Days A.R.O**
Raytheon JPS Communications	10%	No	**Raytheon JPS Price List**	3 years	**10 Days A.R.O**
Vertex Standard	20%	No	**Vertex Standard Radio and Accessories Catalog 2009**	3 years	**10 Days A.R.O**

Non-OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
PowerProducts *(Radio Batteries Only)*	**10%**	**No**	**PowerProducts LMR Catalog May 1, 2010**	**See catalog**	**10 Days A.R.O**
Pyramid Communications	**25%**	**Yes**	**Pyramid Manufactures Suggested Retail Price List July 1st, 2009**	**I year**	**10 Days A.R.O**
Zetron	**15%**	**No**	**Zetron Price Book 4/09**	**I year**	**10 Days A.R.O**

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***Discount Two-Way Radio Corporation***				*Vendor ID. #* ***0000132883***	
Address: ***11430 240th Street. Harbor City, CA 90710***					
Tel. No.: ***(800) 895-5122***		*Fax No. :* ***(310) 224-5101***			
Contact Person : ***Tony Varbanov***					
Certification Type (SBE,MBE, WBE or None): ***None***			*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address:	tony@dtwr.com		*Company Website:* www.dtwr.com		

NOTE: Agencies, Towns and Vendors

This award is only to purchase new two-way radio equipment and services. Any accessories must be purchased with the radio equipment. This award is not for purchase of accessories. Vendors can not sell any items that may be in catalog that are not within the scope of the award. (Of two-way radio's to include portable and mobile radios, mobile repeaters, desktop control stations, base station radios and base station repeaters, accessories and maintenance service) Only T&C's of the contract award apply.

OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
RCA Communications Systems	10%	NO	BR250/XR150 Portable Radio and Accessories Only	3 years	

Non-OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***Economy 2-Way Distributors Inc***				*Vendor ID. #* ***0000071224***	
Address: ***50 Timber Lane, Gilford NH 03249***					
Tel. No.: ***(800) 334-0700***		*Fax No. :* ***(603) 527-0892***			
Contact Person : ***D.C. Engelhardt***					
Certification Type (SBE,MBE, WBE or None): ***None***			*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address:	info@econ2way.com		*Company Website:* www.econ2way.com		

NOTE: Agencies, Towns and Vendors

This award is only to purchase new two-way radio equipment and services. Any accessories must be purchased with the radio equipment. This award is not for purchase of accessories. Vendors can not sell any items that may be in catalog that are not within the scope of the award. (Of two-way radio's to include portable and mobile radios, mobile repeaters, desktop control stations, base station radios and base station repeaters, accessories and maintenance service) Only T&C's of the contract award apply.

Non-OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
TecNet Intl. Inc./Headline & Maxon Radio	Various	Yes	TecNet Intl. Inc./Headline & Maxon Radio Jan 2010	3 Years	30 Days A.R.O

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***E.F. Johnson Company***				*Vendor ID. #* ***0000016395***	
Address: ***11440 Corporate Dive, Irving TX 75038***					
Tel. No.: ***(800) 328-3911***		*Fax No. :* ***(972) 819-0851***			
Contact Person : ***Kip Wilson***					
Certification Type (SBE,MBE, WBE or None): ***None***			*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address:	kwilson@efji.com		*Company Website:* www.efjohnsontechnologies.com		

NOTE: Agencies, Towns and Vendors

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OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
E.F. Johnson	12%	NO	51/53SL ES Sept. 2009 - 51FIRE ES Apr. 2010	3 years	4-8 Weeks A.R.O

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***Icom America, Inc***				*Vendor ID. #* ***0000051064***	
Address: ***2380 116th Ave. NE Bellevue WA 98004***					
Tel. No.: ***(609) 641-9590***		*Fax No. :* ***(425) 450-6063***			
Contact Person : ***Matthew Macready***					
Certification Type (SBE,MBE, WBE or None): ***None***			*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address:	gsa@icomamerica.com		*Company Website:* www.icomamerica.com		

NOTE: Agencies, Towns and Vendors

This award is only to purchase new two-way radio equipment and services. Any accessories must be purchased with the radio equipment. This award is not for purchase of accessories. Vendors can not sell any items that may be in catalog that are not within the scope of the award. (Of two-way radio's to include portable and mobile radios, mobile repeaters, desktop control stations, base station radios and base station repeaters, accessories and maintenance service) Only T&C's of the contract award apply.

OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
Daniels	30%	NO	Base Station Repeater/Accessory Only See Bid Schedule	3 years	30 Days A.R.O
Icom	37.25%	Yes	U.S. Land Mobile Retail Price Sheet, Prices effective May 1st, 2010	3 years	30 Days A.R.O
Non-OEM Vendor	**Discount % from Catolog**	**Quantity Discount (11-51+)**	**Catalog Name and Date**	**Warranty**	**Delivery**
Various	0%	No	See Bid Schedule	See catalog	30 Days A.R.O

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***J&S Radio Sales, Inc.***				*Vendor ID. #* ***0000010553***	
Address: ***1147 Main Street, Willimantic, CT 06226***					
Tel. No.: ***(860) 456-2667***			*Fax No. :* ***(860) 456-4479***		
Contact Person : ***Tony Marsalisi***					
Certification Type (SBE,MBE, WBE or None): ***SBE***			*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address:	tony@jsradiosales.com		*Company Website:* www.jsradiosales.com		

NOTE: Agencies, Towns and Vendors

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OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
Kenwood	5-20%	Yes	Kenwood List Price Page March 2010	3 Years	7 to 14 Days A.R.O
Vertex	20-25%	Yes	Vertex Standard Land Mobile List Price Book 5/18/2010	3 Years	7 to 14 Days A.R.O
Non-OEM Vendor	**Discount % from Catolog**	**Quantity Discount (11-51+)**	**Catalog Name and Date**	**Warranty**	**Delivery**
Cimarron Technologies	15%	Yes	Cimarron Technologies List Price April 2010	3 Years	7 to 14 Days A.R.O
David Clark	5%	No	David Clark Co., Inc. Commercial Prist List July 2007	1 Year	7 to 14 Days A.R.O
Laird Technologies	25%	Yes	Laird LMR Published MSRP Price List 2/1/2010	1 Year	7 to 14 Days A.R.O
Larsen Antennas	20%	Yes	Larsen Antennas Price List Effective April 11, 2009 (Rev2 May7 2009)	1 Year	7 to 14 Days A.R.O
Leathersmith Cases	20%	Yes	Leather smith Dealer Price List May, 15, 2009	See catalog	7 to 14 Days A.R.O
Otto *(Portable Accessories)*	15%	No	Otto Two-Way Radio Communication Products List Price 2010/2011	24 Months	7 to 14 Days A.R.O
PowerProducts *(Radio Batteries Only)*	15%	Yes	PowerProducts LMR Catalog May 1, 2010	See catalog	7 to 14 Days A.R.O
Pyramid Communications	20%	Yes	Pyramid Manufactures Suggested Retail Price List July 1st, 2009	I Year	7 to 14 Days A.R.O
Telewave	10%	Yes	Telewave, Inc. List Price July 2008	I Year	7 to 14 Days A.R.O
TX RX Systems	10%	Yes	Bird Technologies Group TX RX Systems Price List Jan. 1 2009	I year	7 to 14 Days A.R.O

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***Marcus Communications, LLC***			*Vendor ID. #* ***0000011474***	
Address: ***275 New State Road, Manchester CT 06042***				
Tel. No.: ***(860) 646-1839***	*Toll Free No.* ***(800) 833-7724***	*Fax No. :* ***(860) 649-8492***		
Contact Person : ***Michael Bula***		*Delivery:* ***Orders of less then $50.00 may be charged shipping fee***		
Certification Type (SBE,MBE, WBE or None): ***SBE***		*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address:	mike.bula@marcusradio.com	*Company Website:* www.marcusradio.com		

NOTE: Agencies, Towns and Vendors

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OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
Daniels Electronics	10%	No	Daniels US Prices List 2010	3 Years	14 Days A.R.O
Kenwood	15-20%	No	Kenwood List Price Page - March 2010	3 Years	14 Days A.R.O
Raytheon	5%	No	Raytheon Equipment List Price 9-28-09	3 Years	14 Days A.R.O
Relm Wireless	10%	No	Relm Price List - March 2010	3 Years	14 Days A.R.O
Tait	10%	No	Tait US Price Book March 2010	3 Years	14 Days A.R.O
Vertex	10%	No	Vertex Standard End User Price Catalog	3 Years	14 Days A.R.O
Non-OEM Vendor	**Discount % from Catolog**	**Quantity Discount (11-51+)**	**Catalog Name and Date**	**Warranty**	**Delivery**
A.W. Enterprises, Inc	10%	No	Marcus's 2010 Two-Way Radio Retail Price & Warranty (PDF)	Limited Lifetime	14 Days A.R.O
Advanced Charger Technology	10%	No	iCharge Price List March 2008	3 Years	14 Days A.R.O
Aeroflex	0%	No	Aeroflex Price List May 2010	2 to 3 Years	14 Days A.R.O
Audiosears	10%	No	Audiosears Price List	12 Months	14 Days A.R.O
Battery Tech *(Radio Batteries Only)*	10%	No	Battery Tech Standard List Price	1 Year	14 Days A.R.O
Cimarron Technologies	10%	No	Cimarron Technologies List Price April 26, 2010	3 Years	14 Days A.R.O
Comprod Communications	10%	No	Comprod 2009 Price List - US	2 Years	14 Days A.R.O
Connect Systems Inc.	10%	No	CSI Radio List Price 2010	2 Years	14 Days A.R.O
CPI Communications	10%	No	CPI List Price	2 Years	14 Days A.R.O
Crescend Technologies	10%	No	Crescend Price List 2009	See Price List	14 Days A.R.O

CVDS Inc.	10%	No	Comlog Price List May 2009 US	12 Months	14 Days A.R.O
David Clark	5%	No	David Clark Co., Inc. Commercial Price List July 2007	1 Year	14 Days A.R.O
Electronic Sales of New England	5%	No	Electronic Sales of New England List Price	Limited Lifetime	14 Days A.R.O
EMR Corp	10%	No	EMR Corp. Full Line Catalog Price List 2010	5 Years	14 Days A.R.O
Eventide	10%	No	Lipack User Jan 2010	5 Years	14 Days A.R.O
GE MDS	2%	No	GE MDS Radio List Price 5-25-2010R1	1 Year	14 Days A.R.O
Havis Shield (MHQ)	5%	No	HS_price 6-1-09	24 Months	14 Days A.R.O
Herb Kreckman	5%	No	Kreco Antennas Herb Kreckman List Price January 2009	5 Years	14 Days A.R.O
Hint Peripherals	3%	No	Hint Price List 2009-12-29 Master	1 Year	14 Days A.R.O
Impact Radio Accessories	10%	No	US Price List MSPR April 2009	3 Years	14 Days A.R.O
Innovative Antenna Design dba Austin Antenna	5%	No	Innovative Antenna Design dba Austin Antenna List price	3 Years	14 Days I.E.
Interstate All Battery *(Radio Batteries Only)*	5%	No	SKU's and Retail Prices KWM 5/27/2010	1 Year	14 Days A.R.O
Laird Technologies	20%	No	Laird LMR Published MSRP Price List 2/1/2010	1 Year	14 Days A.R.O
Larsen Antennas	5%	No	Larsen Antennas Price List Effective April 11, 2009 (Rev2 May7 2009)	1 Year	14 Days A.R.O
Leathersmith Cases	15%	No	Leathersmith Suggested List Prices May, 15, 2009	See catalog	14 Days A.R.O
Link Communications	5%	No	Link Communications Inc. List Prices	1 Year	14 Days A.R.O
Midian Electronics	5%	No	Midian In-House Pricing	1-3 Years	14 Days A.R.O
Midstate Battery *(Radio Batteries Only)*	10%	No	Midstate Battery Power Tec Dealer Pricing	12 Months	14 Days A.R.O
New Communications Solutions	5%	No	NCS List Pricing March 1, 2010	1 Year	14 Days A.R.O
Otto	15%	No	Otto Two-Way Radio Communication Products List Price 2010/2011	24 Months	14 Days A.R.O
PCTEL	10%	No	PCTEL PriceList 033110	2 Years	14 Days A.R.O
Peltor	10%	No	Price List, 2010 Peltor Comm List Price Only 100211	See catalog	14 Days A.R.O
Polyphaser	5%	No	PolyPhaser Price List September 2007	2 Years	14 Days A.R.O
PowerProducts *(Radio Batteries Only)*	10%	No	PowerProducts LMR Catalog May 1, 2010	See catalog	14 Days A.R.O
Pyramid Communications	10%	No	Pyramid Manufactures Suggested Retail Price List July 1st, 2009	I Year	14 Days A.R.O
RF Industries	5%	No	RF Industries 2010 Rev A 1 Pricing	1 Year	14 Days A.R.O
Radio Frequency Systems	10%	No	RFS Price List 05-25-2010	1 Year	14 Days A.R.O
Ritron	5%	No	Ritron 2010 List End User	1 Year	14 Days A.R.O

Rohn Products LLC	5%	No	ROHN Products Commercial Price List 1st Qtr. 2010	12 Months	14 Days A.R.O
Samlex America	5%	No	Samlex 2010 US List Pricing - SMALL	2 Years	14 Days A.R.O
STI-CO Industries Inc.	5%	No	Sti-Co Commerical List Price January 1, 2010	5 Years	14 Days A.R.O
Telewave	10%	No	Telewave, Inc. List Price July 2008	I Year	14 Days A.R.O
Tessco	5%	No	Tessco Price Catalog 2010 *(Purchase from only Base/Antenna & Filters, Two-Way and Mobile/Antenna & Amps only)*	See catalog	14 Days A.R.O
Transtector	5%	No	Transtector 02-2010 PriceList	10 Years	14 Days A.R.O
TX RX Systems	10%	No	Bird Technologies Group TX RX Systems Price List Jan. 1 2009	I year	14 Days A.R.O
Valmont Site Pro	5%	No	VALMONT - SITE PRO 1 PRICE LIST - Catalog Pricing	2 Years	14 Days A.R.O
Zetron	5%	No	Zetron 2009 Price Book 001-0008	1 Year	14 Days A.R.O

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***Midland Radio Corporation***				*Vendor ID. #* ***0000052760***	
Address: ***5900 Parretta Drive, Kansas City MO 64120***					
Tel. No.: ***(816) 241-8500 or (800) 821-7848***		*Fax No. :* ***(816) 241-5713***			
Contact Person : ***Susan Ballew***					
Certification Type (SBE, MBE, WBE or None): ***None***			*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address:	sballew@midlandradio.com		*Company Website:* www.midlandradio.com		

NOTE: Agencies, Towns and Vendors

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OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
Midland	various	Yes	Midland Radio Corporation Retail Price List - February 25, 2010	3 years	30 Days I.E.

Non-OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***Northeastern Communication, Inc***				*Vendor ID. #* ***0000013453***	
Address: ***7 Great Hill Road Naugatuck, CT 06770***					
Tel. No.: ***(203) 575-9008***	*Toll Free No.* ***(800) 223-9008***		*Fax No. :* ***(203) 568-6909***		
Contact Person : ***Dawn Rizzo***			*Delivery:* ***3-5- Weeks***		
Certification Type (SBE,MBE, WBE or None): ***WBE***			*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address:	drizzo@norcomct.net		*Company Website:* www.norcomct.com		

NOTE: Agencies, Towns and Vendors

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OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
Daniels Electronics	0-8%	Yes	Daniels US Prices List January 1,2010	3 Years	8-10 Weeks A.R.O
Kenwood	11%	Yes	Land Mobile Division Price Guide - March 2010	3 Years	3-5 Weeks A.R.O
Motorola	5-15%	Yes	Radius and Conventional Branded Price Pages Date 5-3-3010	3 Years	3-5 Weeks A.R.O
Raytheon	0%	Yes	Raytheon Equipment List Price 9-28-09	3 Years	3-5 Weeks A.R.O
Non-OEM Vendor	**Discount % from Catolog**	**Quantity Discount (11-51+)**	**Catalog Name and Date**	**Warranty**	**Delivery**
David Clark	0%	Yes	David Clark Co., Inc. Commercial Price List July 2007	1 Year	14 Days A.R.O
Exacom	5%	Yes	USA Pricing Guide 1/1/2010	1 Year	1-2 Weeks A.R.O
Havis Shield	5%	Yes	HS Pricing 6-1-09	24 Months	1-2 Weeks A.R.O
Jenne	5%	Yes	Jenne - Communications Distributor Volume 21	1 Year	1-2 Weeks A.R.O
Liebert	5%	Yes	Liebert GXT# 500-3000VA Price Book Revision 1; 4/19/10	See catalog	1-2 Weeks A.R.O
Pyramid Communications	5%	Yes	Pyramid Manufactures Suggested Retail Price List July 1st, 2009	I Year	1-2 Weeks A.R.O
Tessco	5%	Yes	Tessco Price Catalog 2010 *(Purchase from only Base/Antenna & Filters, Two-Way and Mobile/Antenna & Amps only)*	See catalog	1-2 Weeks A.R.O
TX RX Systems	5%	Yes	Bird Technologies Group TX RX Systems Price List Jan. 1 2009	I year	1-2 Weeks A.R.O
Zetron	5%	Yes	Zetron 2009 Price Book 001-0008	1 Year	1-2 Weeks A.R.O

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***Northwest Communications Inc.***				*Vendor ID. #* ***0000069739***	
Address: ***44 Shingle Mill Road, Harwinton, CT 06791***					
Toll Free No.: ***(800) 527-8855***			*Fax No.:* ***(860) 485-9997***		
Contact Person : ***Aline Nelson***					
Certification Type (SBE,MBE, WBE or None): ***WBE***			*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address:	aline@northwestcomm.com		*Company Website:* www.northwestcomm.com		
Counties Authorized to Sell: ***Hartford, Fairfield, Litchfield, Middlesex, New Haven and Windam***					

NOTE: Agencies, Towns and Vendors

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OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
Kenwood	10%	Yes	Kenwood Land Mobile Radio 2010	3 Years	10 Days A.R.O
Non-OEM Vendor	**Discount % from Catolog**	**Quantity Discount (11-51+)**	**Catalog Name and Date**	**Warranty**	**Delivery**
Cimarron	**10%**	**Yes**	**Cimarron List Prices Dated April 1, 2010**	**See catalog**	**10 Days A.R.O**
Leathersmith	**10%**	**Yes**	**Leather smith Dealer Price List May, 15, 2009**	**See catalog**	**10 Days A.R.O**
Otto	**10%**	**Yes**	**Otto Two-Way Radio Communication Products List Price 2010/2011**	**24 Months**	**10 Days A.R.O**
Power Products	**10%**	**Yes**	Power Products Price 5-1-2010	**See catalog**	**10 Days A.R.O**
TX RX Systems	**5%**	**Yes**	**Bird Technologies TX RX Systems Price List Jan. 1 2009**	**I year**	**10 Days A.R.O**

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***Tactical Communications, LLC***				*Vendor ID. #* ***0000011158***	
Address: ***29 Soundview Road, Guilford CT 06437***					
Tel. No.: ***(203) 453-2389***	*Toll Free No.* ***(800) 933-0313***		*Fax No. :* ***(203) 458-9247***		
Contact Person : ***David Moffat***			*Delivery:* ***30 Days A.R.O***		
Certification Type (SBE,MBE, WBE or None): ***SBE***			*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address:	info@taccomm.com		*Company Website:* www.taccomm.com		

NOTE: Agencies, Towns and Vendors

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OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
Daniels Electronics	4-5%	Yes	Daniels US Prices List January 1, 2010	3 Years	30 Days A.R.O
Harris	0-10%	Yes	Harris Catalog April 2010, Net	3 Years	30 Days A.R.O
ICOM	8-15%	Yes	ICOM Pricelist May 2010	3 Years	30 Days A.R.O
Kenwood	10-20%	Yes	Kenwood Systems, NXR-700, NXR-800, NX-700, TKB-6900, TKR-751, TKR-751, TKR-7400, TKR-7500, TKR-9300, TKR-7400P all 3-1-2099. All other 3-1-2010	3 Years	30 Days A.R.O
Raytheon	0-4%	Yes	Raytheon Equipment List Price 2010	3 Years	30 Days A.R.O
Relm Wireless	10-15%	Yes	Relm Price List - March 2010	3 Years	30 Days A.R.O
Non-OEM Vendor	**Discount % from Catolog**	**Quantity Discount (11-51+)**	**Catalog Name and Date**	**Warranty**	**Delivery**
Advanced Charger Technology	10%	Yes	Advanced Charger Technologies (ACT) Price List March 2008	1 to 3 Years	30 Days A.R.O
Cimarron Technologies	10%	Yes	Cimarron Technologies List Price April 26, 2010	3 Years	30 Days A.R.O
Comprod Communications	8-10%	Yes	Comprod Filters 2010 - Comprod Antennas 2008 Price List - US	1 & 2 Years	30 Days A.R.O
CPI Communications	10%	Yes	CPI 2010 Dealer Price Guide	2 Years	30 Days A.R.O
David Clark	5%	Yes	David Clark Co., Inc. Commercial Price List July 2007/2008	1 Year	30 Days A.R.O
dbSpectra	2%	Yes	dbSpectra 2010 Antenna Price List	1 Year	30 Days A.R.O
DuraComm	5%	Yes	DuraComm: Retail Price List March 2010	2 Years	30 Days A.R.O
Eventide	5%	Yes	Eventide Retail Price List Jan 2010	1 Year	30 Days A.R.O

Laird Technologies	10-15%	Yes	Laird LMR Published MSRP Price List 2/1/2010	1 Year	30 Days A.R.O
Larsen Antennas	10-15%	Yes	Larsen Antennas Price List Effective April 11, 2009	1 Year	30 Days A.R.O
Leathersmith Cases	15%	Yes	Leathersmith Suggested List Prices May, 15, 2009	1 Year	30 Days A.R.O
Otto	15%	Yes	Otto Two-Way Radio Communication Products List Price 2010	15 Months	30 Days A.R.O
PCTEL	10-15%	Yes	PCTEL Pricelist 03-31-10	2 Years	30 Days A.R.O
PowerProducts *(Radio Batteries Only)*	15%	Yes	PowerProducts LMR Catalog May 1, 2010	12-36 Months	30 Days A.R.O
Pryme	10%	Yes	Pryme: Price List 2010	1-2 Years	30 Days A.R.O
Pyramid Communications	10-15%	Yes	Pyramid Manufactures Suggested Retail Price List July 1st, 2009	I Year	30 Days A.R.O
Redline	5%	Yes	Redline: AN-80i 3.65, AN-801 4.9 5-22-2009	1 Year	30 Days A.R.O
Radio Frequency Systems	5%	Yes	Radio Frequency Systems Price List 5-25-2010	1 Year	30 Days A.R.O
Sinclair	0-10%	Yes	Sinclair 2008 Price List	2 -5 Years	30 Days A.R.O
Telewave	0%	Yes	Telewave, Inc. List Price July 2008	1-5 Years	30 Days A.R.O
Tessco	0%	No	Tessco Wireless Guide CD and Hardcopy 2009/2010 *(Purchase from only Base/Antenna & Filters, Two-Way and Mobile/Antenna & Amps only)*	See catalog	30 Days A.R.O
Transcrypt	7%	Yes	Transcrypt Retail Catalo 2008	1 Year	30 Days A.R.O
TX RX Systems	4-10%	Yes	Bird Technologies Group TX RX Systems Price List Jan. 1 2009	I year	30 Days A.R.O
Zetron	10%	Yes	Zetron 2009 Price Book 2009	1 Year	30 Days A.R.O

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***Thales Communications, Inc.***				*Vendor ID. #* ***0000133008***	
Address: ***22605 Gateway Center Drive, Clarksburg, MD 20871***					
Tel. No.: ***(240) 864-7528***		*Fax No. :* ***(240 864-7526***			
Contact Person : ***Thomas Stebbing***					
Certification Type (SBE, MBE, WBE or None): ***None***			*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address:	Thomas.Stebbing@Thalescomminc.		*Company Website:* www.Thalescomminc.com		

NOTE: Agencies, Towns and Vendors

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OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
Thales	19.40%	Yes	Liberty Multiband LMR and Accessories	3 years	30-90 Days A.R.O

Non-OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***Three-Way Communications, Inc.***				*Vendor ID. #* ***0000019615***	
Address: ***1000 Old County Circle, Windsor Locks CT 06096***					
Tel. No.: ***(860) 627-0571***		*Fax No. :* ***(860) 627-0572***			
Contact Person : ***Fred Davis***					
Certification Type (SBE, MBE, WBE or None): ***None***			*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address:	mail@3waycom.com		*Company Website:*		

NOTE: Agencies, Towns and Vendors

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OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
Kenwood	12.00%	Yes	Kenwood USA Corp. March 2010 List Price Portable Radio/Accessories Only	3 years	

Non-OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***Utility Communications, Inc.***			*Vendor ID. #* ***0000010331***	
Address: ***920 Sherman Ave., Hamden CT 06514***				
Tel. No.: ***(203) 287-1306***	*Toll Free No.* ***(800) 443-1306***	*Fax No. :* ***(203) 248-9167***		
Contact Person : ***Edward Abrams***		*Delivery:* ***7-30 Days Depending on Product***		
Certification Type (SBE,MBE, WBE or None): ***SBE***		*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address:	eda@utilitycommunications.com	*Company Website:* www.utilitycommunications.com		

NOTE: Agencies, Towns and Vendors

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OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
Apollo *(Monitor Receivers no allowed)*	5%	Yes	Apollo May 2010 *(Portables Only)*	3 Years	30 Days A.R.O
Daniels	5%	Yes	Daniels Jan. 2010	3 Years	60-90 Days A.R.O
E.F. Johnson	10%	No	E.F.Johnson March 2010	3 Years	30 Days A.R.O
Futurecom	0%	No	Futurecom May 2010	3 Years	60 Days A.R.O
Midland	10	No	Midland Jan. 2010	3 Years	14 Days A.R.O
Motorola *(Monitor Receivers no allowed)*	10%	Yes	Motorola April 2010	3 Years	30 Days A.R.O
Raytheon	5%	No	Raytheon Sept. 2009	3 Years	30 Days A.R.O
Ritron	10%	Yes	Ritron 1/2010	3 Years	30 Days A.R.O
Tait	5-10%	Yes	Tait US Price Book March 2010	3 Years	30 Days A.R.O
Non-OEM Vendor	**Discount % from Catolog**	**Quantity Discount (11-51+)**	**Catalog Name and Date**	**Warranty**	**Delivery**
3M/Peltor	10%	No	3M/Peltor 2010	1 Year	3 Weeks A.R.O
Bee Cases	15%	No	Bee Cases Rev. 04-10	1 Year	3 Weeks A.R.O
Call 24	0%	No	Call 24 01/01/2010	3 Years	30 Days A.R.O
Cimarron Technologies	10%	Yes	Cimarron Technologies List Price April 2010	1 Years	3 Weeks A.R.O
Comlog	5%	No	Comlog 12/2008	1 Year	60 Days A.R.O
Comprod Communications	10%	No	Comprod 2009 Price List - US	1 Years	30 Days A.R.O
David Clark	5%	Yes	David Clark Co., Inc. Commercial Price List July 2007	1 Year	3 Weeks A.R.O

EMR Corp	5%	Yes	EMR Corp. Full Line Catalog Price List April 2010	1 Year	30 Days A.R.O
Eventide	5%	No	Eventide Pricing & Ordering Guide Jan 2010	1 Year	3 Weeks A.R.O
Havis Shield	10%	No	Havishield price 6-1-07	1 Year	3 Weeks A.R.O
Laird Technologies	10%	No	Laird LMR Published MSRP Price List 2/1/2010	1 Year	3 Weeks A.R.O
Leathersmith Cases	15%	No	Leathersmith Professional Suggested List Prices May, 15, 2009	1 Year	3 Weeks A.R.O
New Communications Solutions	5%	No	NCS List Pricing March 1, 2010	1 Year	3 Weeks A.R.O
Otto	15%	No	Otto Two-Way Radio Communication Products List Price 2010/2011	1 Year	3 Weeks A.R.O
Panorama Antennas	10%	Yes	Panorama Antennas Current Price List	1 Year	30 Days A.R.O
PCTEL	10%	No	PCTEL/Maxrad Pricelist March 31, 2010	1 Year	3 Weeks A.R.O
Plantronics	5%	Yes	Plantronics March 2010	1 Year	3 Weeks A.R.O
PowerProducts *(Radio Batteries Only)*	10%	No	PowerProducts LMR Catalog May 1, 2010	1 Year	3 Weeks A.R.O
Pyramid Communications	5%	No	Pyramid Manufactures Suggested Retail Price List July 1st, 2009	I Year	30 Days A.R.O
Sigtronics Emergency	10%	No	Sigtronics Emergency Products - 2009	1 Year	3 Weeks A.R.O
STI-CO Industries Inc.	5%	No	Sti-Co Commercial List Price January 1, 2010	1 Year	3 Weeks A.R.O
Stone Mountain	10%	Yes	Stone Mountain Guide 2010	1 Year	30 Days A.R.O
Tessco	10%	Yes	Tessco Price Catalog 2010 *(Purchase from only Base/Antenna & Filters, Two-Way and Mobile/Antenna & Amps only)*	See catalog	30 Days A.R.O
Transcrypt	10%	No	Transcrypt Pricing Guide April 2008	1 Year	3 Weeks A.R.O
TX RX Systems	5%	Yes	Bird Technologies Group TX RX Systems Price List Jan. 1 2009	I year	30 Days A.R.O
Zetron	10%	No	Zetron 4/ 2009 Price Book	1 Year	3 Weeks A.R.O

Contract Award Bid Schedule for 10ITZ0018

Quick Reference Guide

Company Name: ***WPCS International Inc. - Hartford Operations***			*Vendor ID. #* ***0000010365***	
Address: ***427 Hayden Station Road, Windsor CT 06095***				
Tel. No.: ***(860) 640-6600***	*Toll Free No.* ***(800) 972-3469***	*Fax No. :* ***(860) 640-6601***		
Contact Person : ***Tony Ambrosino***		*Delivery:* See Below		
Certification Type (SBE,MBE, WBE or None): ***None***		*Agrees to Supply Political Sub-Divisions:* ***Yes***		
Company E-mail Address:	tony.ambrosino@wpcs.com	*Company Website:* www.wpcs-solutions.com		

NOTE: Agencies, Towns and Vendors

This award is only to purchase new two-way radio equipment and services. Any accessories must be purchased with the radio equipment. This award is not for purchase of accessories. Vendors can not sell any items that may be in catalog that are not within the scope of the award. (Of two-way radio's to include portable and mobile radios, mobile repeaters, desktop control stations, base station radios and base station repeaters, accessories and maintenance service) Only T&C's of the contract award apply.

OEM Vendor	Discount % from Catolog	Quantity Discount (11-51+)	Catalog Name and Date	Warranty	Delivery
Daniels Electronics	10%	No	Daniels US Prices List January 1, 2010	3 Years	30 Days A.R.O
Harris	12%	No	Harris Price List March 2009 REV A	3 Years	20-25 Days A.R.O
ICOM	20%	No	ICOM Retail Price Book May 2010	3 Years	7-20 Days A.R.O
Motorola	12-26%	No	Motorola List Price Pages 4/5/10	3 Years	7-14 Days A.R.O
Raytheon	10%	No	Raytheon Equipment List Price 9-28-09	3 Years	20-25 Days A.R.O
Vertex	28%	No	Vertex List Price Pages - 2008	3 Years	7-14 Days A.R.O
Non-OEM Vendor	**Discount % from Catolog**	**Quantity Discount (11-51+)**	**Catalog Name and Date**	**Warranty**	**Delivery**
Advanced Charger Technology	20%	No	iCharge Price List March 2008	See catalog	7-14 Days A.R.O
BEE Electronics	20%	No	BEE Electronics List Price Pages	See catalog	7-14 Days A.R.O
Cimarron Technologies	20%	No	Cimarron Technologies List Price April, 2010	See catalog	7-14 Days A.R.O
Comprod Communications	20%	No	Comprod Communications 2008 Price List - US	See catalog	2-3 Weeks A.R.O
David Clark	10%	No	David Clark Co., List Prices - July 2007	See catalog	7-14 Days A.R.O
Havis Shield	15%	No	Havis Shield Price Guide	See catalog	7-14 Days A.R.O
Impact Radio Accessories	25%	No	IMPACT US Price List & Selection Guide April 2010	See catalog	7-14 Days A.R.O
Laird Technologies	10%	No	Laird LMR Two Way Radio Accessory List	See catalog	7-14 Days A.R.O
Larsen Antennas	20%	No	Larsen Antennas Price List Effective April 11, 2009 (Rev2 May7 2009)	See catalog	2-3 Weeks A.R.O
Leathersmith Cases	15%	No	Leathersmith Professional Cases Dealer Price List May, 15, 2009	See catalog	7-10Days A.R.O

Otto	20%	No	Otto Two-Way Radio Communication Products List Price 2010	See catalog	7-14 Days A.R.O
PowerProducts *(Radio Batteries Only)*	26%	No	PowerProducts LMR Catalog MSRP May 1, 2010	See catalog	7-14 Days A.R.O
Pyramid Communications	20-25%	No	Pyramid Communications List Price Sheet/Catalog Jan.,1st, 2010	See catalog	7-10Days A.R.O
Radio Frequency Systems	10%	No	RFS List Prices January 2009	See catalog	7-10 Days A.R.O
Tessco	20%	No	Tessco List Prices May 2010 *(Purchase from only Base/Antenna & Filters, Two-Way and Mobile/Antenna & Amps only)*	See catalog	7-14 Days A.R.O
TX RX Systems	18%	No	Bird Technologies Group TX RX Systems Price List Jan. 1 2009	See catalog	30-40 Days A.R.O
Zetron	10%	No	Zetron List Prices 2009	See catalog	20-25 Days A.R.O

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274
www.ct.gov/doit

AWARD NUMBER
10ITZ0018
Purchasing Contact: Kris H. Wohlgemuth
E-mail Address: kris.wohlgemuth@ct.gov

AGENCY SPECIFICATIONS

1. PURPOSE

The State of Connecticut is solicited bids for the purpose of creating an electronic catalog, with pricing, of Two-way portable and mobile radios, mobile repeaters, desktop control stations, base station radios and base station repeaters, accessories and maintenance service only. ***(Furniture, Laptops, Computers, Pagers, etc. are not to be included with this bid)*** Vendors may bid on any or all of the segments listed. Catalog Pricing to include equipment, delivery*, and warranty (as stated in Warranty section of Special Terms and Conditions.). This will be a multi-vendor award. The State may choose to limit number of vendors per manufacturer.
Delivery - Vendors may **set a minimum order of $50.00 (no more) for items that will be delivered.**
Vendors must state this amount in their bid response, all other delivery are includes with price if radio.

2. SCOPE OF BUSINESS

The State cannot guarantee a specific volume of business over the term of the contract award that may result from this ITB. This solicitation is for the purpose of acquiring the designated product and associated accessories and services for the using State Agency, Town, Municipality or any Governmental Agency (Contract User) designated to receive equipment and/or services as the result of this procurement.

3. BID SCHEDULE/PRICING PAGES

Bidders should complete all applicable attached Bid Schedule/Pricing Pages (spreadsheet). If a bidder does not offer pricing for any particular category/manufacturer enter a response of N/A or do not return that spreadsheet. Bidders should submit pricing for all the manufactures they are authorized to resell for, with one bid response. Bidders are required to submit an original and three copies of their written bid response as well as two electronic copies in CD or DVD format.

4. TERM OF CONTRACT

The contract award resulting from this Invitation to Bid will be for four years

PRODUCTS AND SERVICES

5. ACCESSORIES

The Bidder must list all accessories they sell relevant and applicable to portable, mobile, repeaters, base and control stations. The State of Connecticut, IT Contracts and Purchasing Division has the right to remove items from the list that they feel do not fall under these categories. The Bidder must include a price for the operator/user manuals along with the service manual for each radio they offer.

6. REQUIRED DELIVERY TIME FRAME

The Vendor must deliver products within a 30 business-day timeframe. A product delivery interval is defined as the elapsed time between the date of purchase order receipt by the Vendor and the date the product is received, in its entirety, at the correct customer location.

7. **WARRANTY**

The Vendor must provide a three (3) year warranty from the date of product acceptance and location of acceptance. This warranty will be including in the basic product cost, not another line item. Product acceptance consists of signature approval by the Contract User of a Vendor invoice. The warranty must cover, at no cost to the Contract User, parts, labor, firmware upgrades, software upgrades, and all shipping.

8. **PROHIBITION OF USED AND REFURBISHED PRODUCTS**

Products proposed and provided by the successful Vendors must be new. Used or refurbished products will not be accepted.

WARRANTY SERVICE

9. **RESPONSE TIME**

For warranty service (not maintenance contract), the Vendor must respond by telephone, regarding the trouble call within 24 hours or next business day. Within 24 hours after receipt of the routine trouble report the Vendor must notify by telephone the appropriate Contract User contact when a qualified service technician will arrive on site.

10. **REPAIR TIME FRAME**

For time and materials service (not maintenance), the Vendor must provide a written document that states time frame of repair which shall not exceed two weeks from the time of the service call.

11. **STATE/POLITICAL ENTITY-OWNED EQUIPMENT**

The Contract user will retain any equipment or components that are replaced as part of any repair or upgrade of equipment under time and materials service (not covered under warranty or maintenance contract).

12. **MAINTENANCE PLANS**

The Vendor must confirm that the maintenance plans, offered by the Manufacturer, provided will be of equal coverage as those in the manufacturers Product Catalog. All maintenance plans must include hardware, parts, software, and labor.

13. **ADDITIONAL SERVICES**

The Bidder must describe any additional professional services (e.g.: Design Services, Consulting, Technical Engineering Services) that are available to the Contract User. The Bidder must indicate which of these services are included without extra cost. In addition, any charges for these services must be provided in the pricing response to this Invitation To Bid.

14. **TECHNICAL TRAINING**

The Bidder must describe the availability of training and product updates (e.g. ongoing seminars, product announcements, conferences, user group meetings, updated literature and the availability of courses) for State of Connecticut and Contract Users technical staff.

PRICING

15. **RADIO EQUIPMENT AND SERVICES CATALOG AND PRICE LIST**

Bidders must base the pricing being offered in their bid response on the most current version of the Manufacturer's catalog(s), which must be indicated in the space provided on the spreadsheet. Price of Radios to include: radio, programming of the radio(up to 32-Channels), and warranty (3 years). Vendors can submit their own catalog (printed and electronic) or fill out the spreadsheets provided. Your catalog must be in the following format, portable, portable accessories, mobile, mobile repeater, mobile accessories, desktop control stations, base station radios, base station repeaters and accessories. Each piece of equipment separate from one another. Catalogs may be posted on DOIT's website. On a quarterly basis the IT Contracts & Purchasing Division will conduct a review of the catalog resulting from this Invitation to Bid. Awarded vendors will be notified of the review period and will at that time only be able to submit updates to their catalog pricing and product offerings (including accessories). Pricing discounts, however, must be maintained throughout the term of the contract. Updates to the catalog will require awarded vendors to submit a new electronic version of their catalog offerings and will be handled in the following manner:

1) Additions to the listing of catalog offerings require awarded vendors to submit a new electronic version of the catalog to the IT Contracts and Purchasing division.
2) Deletions to the listing of catalog offerings require awarded vendors to submit a list of those items to the IT Contracts and Purchasing division, via e-mail.
3) Updates/Changes to catalog pricing requires awarded vendors to submit a new electronic version of the catalog to the IT Contracts and Purchasing division.
4) Promotional/Special Items – Awarded vendors choosing to offer promotional items must only do so for items where the promotional or special pricing period will be in effect for 30 days. This information must be given to the IT Contracts and Purchasing division at least five days prior to the promotional period start date. Failure to do so may result in the item not being posted.

The manufacturers' radio equipment and services catalog and Price List used by all Vendors to determine their initial pricing response to this ITB shall be the version in effect as of the date of issuance of this ITB. The percentage discount quoted in the Vendor's response shall remain constant throughout the term of the contract. Once the bid closes DOIT can not add any new % discount unless it is higher. No lower % discount will be added. The manufacturers' radio equipment and services catalog and Price List shall be used solely for purposes of defining the product offerings and prices to apply discounts. Any terms or conditions contained in the catalog or price list or future versions of these documents shall have no effect on any contract awarded by the State of Connecticut as a result of this ITB. Nothing in these documents or future versions of these documents shall be deemed to limit or clarify any obligation of the Vendor stated in the ITB, nor shall it be deemed to impose any obligation on the Contract User. Awarded vendors shall provide the State of Connecticut with an electronic copy of the manufacturers' radio equipment and services catalog and Price List upon request of the Department of Information Technology at time of contract award and anytime thereafter.

INCLUDED COSTS

16. Price of Radios to include: radio, programming of the radio(up to 32-Channels), and warranty (3 years). Bidders must include all ancillary costs associated with the acquisition of a product or service in their

proposal. Failure to include specific reference to an applicable cost will be interpreted as that cost being included in the product or service price. The Contract User will not pay for travel time or shipping/delivery* expenses. The Contract User will not pay for labor charges for warranty service regardless of day or time.
* Delivery - Vendors may set a minimum order of $50.00 (no more) for items that will be delivered. Vendors must state this amount in their bid response, if delivery is including in the price.

17. Vendors may not substitute equipment that is not listed in the catalog. Purchasing agencies must be notified in advance of back ordered or out of stock equipment prior to shipping.

18. Vendors must not allow Contract Users to purchase any other equipment but that listed in the resultant catalog. Vendors may not sell non two way radio equipment that may be in their catalog. Vendors may add items not listed in the electronic catalog on a quarterly basis in the manner described above. Failure to strictly adhere to this provision will result in the removal of the contracted vendor(s) from the award.

19. Bidders must be able, at the Contract User's option, to demonstrate any/all proposed hardware/software products. Any required demonstration must be provided at a site approved by the Contract User and without cost to the Contract User. These demonstrations will be for DOIT and DEMHS, not for all contract users to employ.

20. Bidders must certify that the bid price is good for 90 Days.

21. The Contract User reserves the right to request complete documentation for any item proposed. Failure to provide said documentation upon request might result in disqualification from an award.

22. Notwithstanding any provision or language in this contract to the contrary, the Chief Information Officer may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contract of a written notice of termination. The notice of termination shall be sent by registered mail to the Contract address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contract shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contract in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contract shall be entitled to reasonable compensation as determined by the Chief Information Officer of the Department of Information Technology, however, no compensation for lost profits shall be allowed.

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274
www.ct.gov/doit

AWARD NUMBER
10ITZ0018
Purchasing Contact: Kris H. Wohlgemuth
E-mail Address: kris.wohlgemuth@ct.gov

SPECIAL TERMS AND CONDITIONS

1. Bidders **must be** the Manufacturer or Resellers authorized by the Manufacturer they are bidding on and must submit proof (Letter from Manufacturer) of such. This must be submitted with your bid response and have a letter from each Manufacture they are bidding on.
2. Bidders must supply their earliest guaranteed delivery time (A.R.O.) and be specific.
3. Bidders must include all ancillary costs associated with the acquisition of a product or service in their bid. Failure to include specific reference to an applicable cost will be interpreted as that cost being included in the product or service price.
4. Bidders must be able, at the State's option, to demonstrate any/all proposed hardware/software products. Any required benchmark demonstration must be provided at a site approved by the State and without cost to the State.
5. Bidders must certify that their bid is good for the term of the contract award.
6. The State reserves the right to request complete documentation for any item proposed. Failure to provide said documentation upon request might result in disqualification from an award.
7. **TANGIBLE PERSONAL PROPERTY PROVISION**
   For the entire term of the Agreement and any and all of its extensions, the Contractor, on its own behalf and on behalf of all of its Affiliates, shall comply fully with the provisions of Conn. Gen. Stat. §12-411b, including, but not limited to, the following: (1) The Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, on behalf of its customers any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax; (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax; (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers no later than the last day of the month of the calendar quarter that follows the effective date of this Agreement or the last day of the tax collection period during which the tax was collected, whichever is later. Notwithstanding the previous sentence, if the Agreement provides for an earlier date, then that earlier date shall control; (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and (5) If the Contractor or its Affiliates fail to remit use taxes collected on behalf of their customers by the date required above, then they shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes. For purposes of this section of the Agreement, the word "Affiliate" means any person, as defined in Conn. Gen. Stat. §12-1, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest. The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary

authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

8. Bidders must bid on **all new equipment only**.

9. Bidders cannot substitute for a manufacturer's installed components.

10. Bidders must list maintenance cost for hardware and software, if applicable. In describing your company's maintenance plans include: location of support center and guaranteed response times. Any award for said maintenance would be at the option of the state.

11. Bidder awards normally are made utilizing the Purchasing Division STANDARD BID AND CONTRACT TERMS AND CONDITIONS (SP-7A) or as specifically amended by the Special Bid and Contract Terms and Conditions contained herein. The State reserves the right to reject any bid that does not comply with the State's contractual requirements.

12. SUPPLIER DIVERSITY PROVISION
Pursuant to Connecticut General Statute 4a-60g, State Agencies are required to set-aside at least twenty-five percent (25%) of all contracts available for the purchase of goods and services from certified small business. It is the intent of the State to identify Set Aside vendor(s) as part of this Invitation to Bid.
Please note that certified businesses must provide with their response a copy of their current certificate from the Department of Administrative Services Supplier Diversity Program. Certified Connecticut Small Business enterprises are those businesses who hold a current certificate from the State of Connecticut's Department of Administrative Services Supplier Diversity Program. For more information on this program and if your company might qualify, go to:
http://www.das.state.ct.us/Purchase/New_PurchHome/busopp_template.asp?F_ID=25

ENERGY STAR REQUIREMENTS

13. All personal computers, notebook (laptop) computers, monitors, and desktop printers must meet U. S. Environmental Protection Agency Energy Star requirements for energy efficiency. Printers intended for high volume use in LAN environments are exempt from this requirement.

14. Personal computer, notebook computer and monitor recovery times from low power state to full power shall take no more than five seconds.

15. Personal computers, notebook computers and monitors must support (be compliant with) VESA DPMS and should support a minimum of three energy saving or operational modes: normal, standby and low power.

16. The Bidder must ship all personal computers, notebook computers, monitors, and desktop printers with the Energy Star low power feature activated or enabled.

17. All Systems MUST be DMI 2.0 Compliant with appropriate BIOS extensions, wired for Management WFM 2.0, remote wake on LAN capable, multiple remote boot protocol supported.

STANDARD BID/CONTRACT TERMS AND CONDITIONS (SP-7A)

In consideration of these presents, the Invitation to Bid and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to these Standard Bid and Contract Terms and Conditions (the "Terms and Conditions"), the terms of the Invitation to Bid and the Contract.

ALL INVITATIONS TO BID ISSUED BY THE DEPARTMENT OF INFORMATION TECHNOLOGY ("DOIT") WILL BIND BIDDERS TO THESE TERMS AND CONDITIONS, WHICH, UNLESS OTHERWISE SPECIFICALLY NOTED, MAY BE ABROGATED, MODIFIED OR SUPPLEMENTED IN WHOLE OR IN PART BY THE SPECIAL BID AND CONTRACT TERMS AND CONDITIONS (THE "SPECIFICATIONS") ISSUED IN CONNECTION WITH ANY INDIVIDUAL INVITATION TO BID. BY SUBMITTING A BID, THE BIDDER REPRESENTS AND WARRANTS THAT IT IS AGREEING TO ALL OF THE PROVISIONS IN THE INVITATION TO BID, INCLUDING THESE TERMS AND CONDITIONS.

1. Definitions. **Unless otherwise indicated, the following definitions shall apply to all Specifications, Invitations to Bid, awards, Contracts, etc., issued by DOIT:**

(a) Agency: Any office, department, board, council, commission, institution or other agency of the State.

(b) Alternate Bids: Bids submitted in addition to the bidder's primary response to the invitation to bid. Such bids are intended to act as an alternative to the primary bid or be exchanged for, take the place of, replace or substitute for the primary bid should such primary bid be rejected.

(c) Bid: An offer submitted in response to an Invitation to Bid.

(d) Bidder: As defined in Section 4a-50, Chapter 58 of the Connecticut General Statutes, and as it may be modified, a person, firm or corporation submitting a competitive bid in response to a solicitation.

(e) Bidder Parties: A Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to perform under the Contract in any capacity.

(f) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.

(g) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(h) Conditional Bid: Bid that substantially limits or modifies any of the terms and conditions, specifications or requirements of the invitation to bid.

(i) **Contract:** The agreement, as of its effective date, between the Bidder and DOIT for any, or all, Systems, Systems Properties or ALL IP Rights, and any associated services, at the Bid price. The Contract shall include the Invitation to Bid and the Bid.

(j) **Contractor:** A Bidder who accepts or who is deemed to have accepted a Contract.

(k) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Contract in any capacity.

(l) **Business Day:** Unless otherwise specifically noted, all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays.

(m) **Expiration:** An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.

(n) **Information Systems:** As defined in Title 4d, Chapter 61 of the Connecticut General Statutes, and as it may be modified, the combination of data processing hardware and software in the collection, processing and distribution of data to and from interactive computer-based systems to meet informational needs.

(o) **Invitation to Bid:** The document through which DOIT solicits sealed competitive Bids for any, or all, Systems and associated services through particular Specifications. The Invitation to Bid shall include these Terms and Conditions, the Specifications and all such other documents that DOIT deems it to be appropriate to include in the solicitation.

(p) **Lowest Responsible Qualified Bidder**: As defined in Title 4a, Chapter 58 of the Connecticut General Statutes, and as it may be modified, the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary to faithful performance of the work based on objective criteria set forth in the Invitation to Bid and considering past performance and financial responsibility.

(q) **Multiple Bids:** More than one Bid submitted in response to the same invitation to bid by the same bidder, whether on a separate bid form or attached to the initial bid form. Such bids are intended to be separate and distinct from each other and are meant to be evaluated as individual bids without reference to any other bid.

(r) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

(s) **State:** The State of Connecticut.

(t) **Systems:** Information Systems and Telecommunication Systems, or separately as the context may require.

(u) **Systems Properties:** Records, source and object programs, documentation, specifications, modifications, designs, models, intellectual property rights, all ideas, concepts, know-how, expressions, and methodologies developed or initially conceived jointly or individually by the parties and the right to obtain and hold patents, copyrights, registrations and other similar protections.

(v) **Telecommunication Systems:** As defined in Title 4d, Chapter 61 of the Connecticut General Statutes, and as it may be modified, the telephone equipment and transmission facilities, either alone or in combination with Information Systems, for the electronic distribution of all forms of information, including voice, data and images.

(w) **Termination:** An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.

2. **Bid Submission Process**. Bidders must submit Bids on and in accordance with DOIT forms. DOIT will not accept Telephone or facsimile Bids under any circumstances. The Invitation to Bid sets forth the time and date that DOIT will open Bids. DOIT will not consider Bids arriving after the specified time and date. Bidders must submit Bids in a sealed package to DOIT at such address as the Invitation to Bid specifies.
The outside of sealed Bid package must clearly indicate the Invitation to Bid number as well as the date and time of the opening of the Bids. The name and address of the Bidder should appear in the upper left-hand corner of the Bid package. Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the Invitation to Bid, unless otherwise specifically indicated.

3. **Bid Preparation, Content, Execution and Copies.** Bids must include all information required in the Invitation to Bid in order for the Bid to be accepted and not rejected. Failure to provide such information will result in the rejection of the Bid. Bidders must verify the contents of their Bids before submission, as DOIT will not consider amendments to any Bids after the time specified for the opening of Bids. Bidders must submit one original and one copy of the Bid to DOIT. Bids shall be handwritten in ink, typewritten, or computer prepared. DOIT will reject all Bids prepared in pencil. A person duly authorized to sign Bids on behalf of the Bidder shall sign all Bids**. DOIT shall reject all unsigned Bids. All signatures shall be original signatures,** unless there is specific authorization from DOIT for the use of non-manual forms of signature. The person signing the Bid or his authorized designee shall initial and date all erasures, alterations or corrections on both the original and copy of any documentation submitted to DOIT. Failure to do so may result in rejection of the Bid for those items erased, altered or corrected and not initialed

4. **Addenda to Invitation to Bid.** If DOIT issues any addendum to the Invitation to Bid, the Bidder should sign it and return it with the Bid or before the Bid opening. In the event that it is not, vendors will still be held to the obligation of whatever change/modification is set forth in the Addendum

5. **Conditional Bids.** Conditional Bids may be rejected in whole or in part.

6. **Alternate and Multiple Bids.** Alternate Bids or Multiple Bids may be rejected in whole or in part.

7. **No Substitute Specification**. Unless limited by the term "no substitute," the use of the name of a manufacturer or of any particular make, model, or brand in describing a System, does not restrict Bidders to that manufacturer or specific System or System Properties. Such use simply and only indicates the character or quality of the System in which the State is interested. The System offered must be of similar character and quality and include any applicable options, accessories, etc. and serve the purpose for which it is to be used equally as well as the one specified. By submitting the Bid, the Bidder so warrants the System. Bids on comparable

STANDARD BID AND CONTRACT TERMS AND CONDITIONS

Systems must clearly state the exact System offered including any and all applicable options, accessories, etc., and the Bidder shall furnish such other information concerning the System as will be helpful in evaluating its acceptability for the purposes intended. If the Bidder does not indicate that the System offered is other than as specified, it will be understood that the Bidder is offering the System exactly as specified.

8. Pricing. Prices must be in decimals, not fractions, net, and shall include transportation and delivery charges fully prepaid by the Contractor, FOB, to the destination specified in the Invitation to Bid. In the event of a discrepancy between the unit price and the extension price, the unit price shall govern. Any discrepancy between the original and the copy of the Bid may result in rejection of the Bids for the System items so affected, except in the event of Bids awarded on a total basis, in which case DOIT shall consider the lower total price in making the award.

9. Tax Exemption. In accordance with section 12-412 of the Connecticut General Statutes, the State is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Bid prices.

10. Bid Opening. DOIT will open and read all Bids publicly, unless otherwise provided by law. Bidders may be present or be represented at all openings. After DOIT makes the award, Bids are subject to public inspection by appointment during DOIT's normal business hours. DOIT will not prepare, discuss or communicate summaries of Bids in any way.

11. Right to Cancel or Amend. DOIT may amend an Invitation to Bid at any time prior to the date and time of Bid opening. DOIT may cancel an Invitation to Bid at any time prior to the date and time of Contract award. Such cancellation shall not be deemed to be a breach of contract by DOIT.

12. Samples. If the Invitation to Bid requires that Bidders submit samples of Systems, the samples must meet at a minimum all Specifications. Bidders must submit samples when required and strictly in accordance with instructions, or DOIT may reject the Bid. If DOIT accepts a sample that does not meet the Specifications, this does not indicate or mean that DOIT has lowered or modified the Specifications. However, if any Bid sample is superior in quality to the Specifications, all deliveries shall have the same identity and quality as the Bid sample. If DOIT requests samples subsequent to the opening of Bids, the Bidder shall deliver them as specified in the Bid, free of any charges or fees and be accompanied by a descriptive memorandum indicating the Bidder desires for their return. The State shall return any samples in accordance with such memorandum, provided that they have not been used or made useless by testing. The State may hold samples for comparison with deliveries.

13. Rejected Items; Abandonment. If DOIT notifies Bidders that they must retrieve samples, or any other Systems, goods or equipment (collectively, the "Rejected Items") belonging to the Bidder, wherever located, the Bidder must do so within forty-eight (48) hours after notification unless public health and safety require immediate destruction or other disposal of the Rejected Items. The Bidder agrees and acknowledges that its failure to retrieve and remove from any State premises the Rejected Items within such time shall be deemed to be an abandonment of the Rejected Items and, without more required of any party, shall vest authority in DOIT or any Agency to use or dispose of the Rejected Items as if they were the State's own property, as they deem it to be appropriate and in accordance with the law without incurring any liability or obligation to the Bidder or any other party. To the extent that DOIT and/or any Agency incurs any costs or expenses in connection with the Rejected Items, including, but not limited to, disposing of the Rejected Items, the Bidder shall reimburse the appropriate State entity no later than thirty (30) days after the date of invoice for such costs and expenses. All samples will be set up at DOIT unless DOIT indicates another location.

14. Award Criteria. DOIT shall award Contracts to the Lowest Responsible Qualified Bidder, in accordance with the factors set forth in 4a-59 of the Connecticut General Statutes, in the corresponding regulations and in the Invitation to Bid. Past performance, financial responsibility, the quality of the Systems to be supplied, their conformity with Specifications, their suitability to the requirements of the State, the delivery terms and administrative costs to the State shall always be factors in making contract awards.

15. Right to Manage Award. DOIT may award by System item, or part thereof, groups of Systems, or all Systems in the Invitation to Bid; reject any and all Bids in whole or in part; waive or correct minor irregularities and omissions if, in DOIT's judgment, the best interest of the State will be served; or correct inaccurate awards, as it deems to be appropriate, resulting from clerical or administrative errors.
If in the case of an irregularity, omission or mistake, the intended correct Bid is clearly evident on the face of the Bid, the Bidder shall be given an opportunity to correct the Bid to reflect the correct intent.
Examples of mistakes that are clearly evident on the face of the Bid include but are not limited to, typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.

16. Effective Date. The Contract shall be deemed to exist and be effective from the time that the Bidder accepts DOIT's Contract award notice to the Bidder. Bidder acceptance shall occur the earlier of the date of Bidder's written acceptance to DOIT in response to the Contract award notice or, absent such written acceptance, ten (10) days from the date of the Contract award notice. If any Bidder refuses or fails to accept DOIT's Contract award within ten (10) days from the date of the Contract award notice, DOIT may award the Contract to the next Lowest Responsible Qualified Bidder, and so on until the Contract is awarded and accepted. Refusal to accept a Contract after the ten (10) day period shall be deemed to be a breach of Contract and the Contractor shall be subject to the section in these terms and conditions concerning Open Market Purchases.

17. Bidder Obligations Concerning the Bid. A Bidder, if requested, must present evidence of experience, ability, service facilities, factory authorization and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Invitation to Bid.

18. Discounts. Bidders may offer a discount for prompt payment, but such discount will not be taken into consideration in determining lowest price, except in the case of a price tie.

19. Rejection of Bids for Malfeasance. DOIT may, in its sole discretion, reject the Bid of any Bidder if at the time of Bid submittal the Bidder or Bidder Parties is in breach of any of the applicable representations and warranties listed in the Representations and Warranties section of these Terms and Conditions

20. Order and Delivery. The Contract shall bind the Bidder to furnish and deliver the Systems and/or services at the prices set forth in the Bid and in accordance with the Invitation to Bid, including these Terms and Conditions. Subject to the sections in these terms and conditions concerning Force Majeure, Termination, Cancellation and Expiration and Open Market Purchases, the Contract shall bind the State to order the Systems and any associated services from the Contractor, and to pay for the accepted Systems and any associated services at the Contract prices. The State may order and the Contractor shall deliver accordingly up to ten (10) percent more or less than the quantity listed in the Invitation to Bid. Subject to Contractor acceptance, Agencies not originally or specifically mentioned in the Invitation to Bid may purchase Systems and associated services from the Contractor. Agencies mentioned in the Invitation to Bid may transfer Systems and any associated services that they would have ordered to one or more other Agencies and the Contractor shall perform accordingly, subject to an adjustment in transportation costs, if applicable, resulting from any possible change in delivery sites. Provided further that such transportation costs are based on separately determined delivery costs to individual Agencies.

21. Contract Amendments. No alterations or variations of the Contract shall be valid or binding upon the State unless made in writing and signed by both parties.

22. Term. Contracts will remain in force for the full period specified in the Invitation to Bid or until;

a. Terminated or Cancelled in accordance with these Terms and Conditions; or

b. Extended in accordance with section 4a-59a of the Connecticut General Statutes, upon written authorization of the CIO and acceptance by the contractor, to permit ordering of unordered balances or additional quantities at the contract price and in accordance with the contract terms.

c. Expired.

23. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DOIT. DOIT may void any purported assignment in violation of this section and to declare the Contractor in breach of Contract. If the Contractor assigns its rights or obligations under the Contract without the consent of DOIT, DOIT may Cancel the Contract in accordance with the Termination, Cancellation and Expiration section of these Terms and Conditions, effective as of the assignment's occurrence or such other time as DOIT specifies in the Cancellation notice. Any Cancellation is without prejudice to DOIT's rights or possible Claims.

24. Termination, Cancellation and Expiration.

(a) Notwithstanding any provisions in the Invitation to Bid, including these Terms and Conditions, DOIT's Chief Information Officer ("CIO"), or the CIO's designee, may Terminate or Cancel the Contract whenever the CIO makes a written determination that such Termination or Cancellation is in the best interests of the State. DOIT shall notify the Contractor in writing of Termination or Cancellation pursuant to this section, which notice shall specify the effective date of Termination or Cancellation and the extent to which the Contractor must complete performance under the Contract prior to such date.

(b) The CIO shall send the notice of Termination or Cancellation via registered mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the State for purposes of correspondence, or by hand delivery. Upon receiving such notice from the State, the Contractor shall immediately discontinue all services and take all actions affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the State all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to DOIT no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from the State for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCEE or .TXT.

(c) Upon receipt of a written notice of Termination or Cancellation from the State, the Contractor shall cease operations as directed by the State in the notice, and take all actions that are necessary or appropriate, or that the State may reasonably direct, for the protection and preservation of the Systems, Systems Properties and any other property. Except for any work which DOIT directs the Bidder to perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor

shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

(d) In the case of any Termination or Cancellation, the State shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its performance rendered and accepted by the State in accordance with the compensation provisions of the Contract, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the performance which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the State, the Contractor shall assign to the State, or any replacement contractor which the State designates, all subcontracts, purchase orders and other commitments, deliver to the State all Records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its performance as the State may request.

(e) For breach or violation of any of the provisions in the section of these Terms and Conditions concerning Representations and

(f) Warranties, the State may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

(g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by the State.

25. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice, or such other time as provided in the notice, the Invitation to Bid or these Terms and Conditions, whichever is latest. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the State believes that the Contractor has not performed according to the Contract, the State may withhold payment in whole or in part pending resolution of the performance issue, provided that DOIT notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the Payment section of these Terms and Conditions. For notice purposes, a lesser payment period shall not apply. If a cash discount for prompt payment is invoiced, the withholding of payments as provided for in this section shall not deprive the State of the right to take such cash discount.

26. Waiver.

(a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

(b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

27. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to perform within the time specified in the Contract, or failure to replace rejected or substandard Systems or fulfill unperformed services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DOIT, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Systems and associated services to replace those which have been rejected, not delivered, or not performed. The State shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Contractor's Bid and the Contractor shall pay the State's invoice immediately after receiving the invoice. If DOIT does not Cancel the Contract, the State will deduct such open market purchases from the Contract quantities. However, if the CIO deems it to be in the best interest of the State, DOIT may accept and use the Systems delivered which are substandard in quality, subject to an adjustment in price to be determined by DOIT.

28. Purchase Orders. The Contract itself is not an authorization for the Contractor to ship any Systems or to begin performing in any way. The Contractor may begin performing only after it has received a duly issued purchase order against the Contract for performance. The Agency using the Contract will issue a purchase order against the Contract directly to the Contractor. All purchase orders must be in writing, bear the Contract number and comply with all other State requirements, particularly the Agency's requirements concerning procurement. A Contractor making delivery without a formal written purchase order does so at his own risk.

29. Non-responsibility. If (a) a Bidder fails to accept a Contract within ten (10) days, as specified in the Effective Date section of these terms and conditions; (b) a Contractor suffers an unexcused material breach of the Contract and fails to cure that breach in accordance with the procedures set forth in the Breach section of these terms and conditions; or (c) a Contractor fails to reimburse the State for open market purchases as set forth in the Open Market Purchases section of these terms and conditions, then DOIT will take that into consideration in future Invitations to Bid when evaluating the Bidder's responsibility. The consideration of this factor may lead to a "not responsible" finding against the Bidder and make a Bidder ineligible to receive one or more future contract awards.

30. Indemnification.

a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State and without charge to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.

b. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

c. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

d. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this section. The Contractor shall name the State as an additional insured on the policy.

e. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

31. Forum and Choice of Law. The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

32. Contractor Guaranties. Contractor shall:

a. Perform fully under the Contract, the Invitation to Bid and the Bid in accordance with their terms.

b. Guarantee the Systems and, as applicable, Systems Properties, against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the State's option, replace them;

c. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, equipment Systems or System Properties, to the Contractor's work or that of Contractor Parties;

d. With respect to the provision of services, pay for all permits, licenses and fees and give all required or appropriate notices;

e. adhere to all contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

f. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

The contractual provisions concerning the confidentiality provisions guarantee in this section shall include civil sanctions for the unauthorized disclosure of the Records. The Contractor and Contractor Parties shall be treated as State employees with respect to any civil or criminal statutes providing for civil or criminal sanctions for unauthorized disclosures.

33. Systems' Standards and Appurtenances. Any Systems delivered must be standard new Systems, latest model, except as otherwise specifically stated in the Invitation to Bid. Where the Invitation to Bid or Bid do not specifically list or describe any part or nominal appurtenances of equipment for the Systems, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

34. Delivery.

(a) Any Systems delivered shall be standard new equipment, latest model, except as otherwise stated in the Invitation to Bid. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Invitation to Bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all equipment and appurtenances, which are usually provided in the manufacturer's stock model, shall be furnished.

(b) Delivery shall be made as ordered and in accordance with the Invitation to Bid. Unless otherwise specified in the Invitation to Bid, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Systems from the carrier and placement on the agency loading dock or receiving platform. State receiving personnel are not required to assist in this process. The decision of the CIO as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

(c) In order for the time of delivery to be extended, DOIT must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.

(d) Systems shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the State unless otherwise stated in the Bid.

(e) All risk of loss and damage to the Systems and Systems Properties transfers to the State upon Title vesting in the State.

35. System Inspection. DOIT shall determine the manner and prescribe the inspection of all Systems and the tests of all samples submitted to determine whether they comply with all of the Specifications in the Invitation to Bid. If any System fails in any way to meet the Specifications in the Invitation to Bid, DOIT may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the System meets the Specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

36. Payment. Payment shall be made only after the Agency receives the Systems or services and after acceptance of the Systems or services and presentation of a properly completed invoice. Unless otherwise specified in the Invitation to Bid, payment for all accepted Systems and/or associated services shall be due within forty-five (45) days after acceptance of the Systems or services. Bids that require payment in less than forty-five (45) days shall be rejected, unless DOIT determines in its sole discretion that the Bid's requiring a lesser period is not material.

37. Invoicing. The Contractor shall send all invoices directly to the Agency at the address indicated on the purchase order and shall make all inquiries regarding the status of unpaid invoices also only to such ordering Agency.

38. Force Majeure. The State and the Contractor shall not be excused from their duty to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

39. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes without DOIT's prior written approval.

40. American with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The State may Cancel the Contract if the Contractor fails to comply with the Act.

41. Representations and Warranties. The Contractor, and the Bidder, as appropriate, represent and warrant to the State for itself and Contractor Parties and Bidder Parties, as appropriate, that:

(a) if they are entities, they are duly and validly existing under the laws of its state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of the Bid and the Contract and have the power and authority to execute, deliver and perform their obligations under the Contract;

(b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Titles 4a and 4d concerning State purchasing, including, but not limited to Sections 4a-60 and 4a-60a, concerning nondiscrimination, 22a-194a concerning the use of polystyrene foam, 4d-32 concerning subcontracts, 4d-34 concerning ownership rights and integrity of public records, 4d-35 concerning applicability of the Connecticut Freedom of Information Act, 4d-36 concerning nondisclosure of public records, 4d-37 concerning prohibition on selling, marketing or profiting from public records and 4d-38 concerning notice to DOIT for violation of certain laws.

(c) the execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or any Agencies; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;

(e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(f) they are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses listed above;

(g) they have not within the three years preceding the Contract had one or more public transactions (Federal, state or local) cancelled for cause or breach;

(h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

(i) to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;

(j) they shall disclose annually on the anniversary date of the effective date of the Contract, any and all Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;

(k) its participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State code of ethics;

(l) the Bid is not made in connection or concert with any other person, entity or Bidder, including any affiliate of the Bidder, submitting a Bid for the same Systems, and is in all respects fair and without collusion or fraud;

(m) it has not participated in any communications concerning the Invitation to Bid with any person or entity who submits a Bid, including, but not limited to, any manufacturers and/or dealers;

(n) it is able to perform under the Contract using its own resources or the resources of a party who is not a Bidder;

(o) each Systems or each developed, modified or remediated Systems delivered under the Contract shall: (1) accurately assess, present or process date and time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations; (2) properly exchange date and time data when used in combination with other Systems; and (3) perform as a System, if so stipulated in the Contract;

(p) it shall obtain in a written contract all of the representations and warranties in this section from any subcontractor that it contracts with in connection with the Contract and to require that provision to be included in any lower tier subcontracts and purchase orders;

(q) it has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

(r) it has a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

(s) it owes no unemployment compensation contributions;

(t) it is not delinquent in the payment of any taxes owed, or that it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes; all of its vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse;

(U) each Contractor Party or Bidder Party has vested in the Contractor and Bidder plenary authority to bind them to the extent necessary or appropriate in any agreement with the State in accordance with these representations and warranties and that they shall also provide, no later than fifteen (days) days after receiving a request from DOIT, such information as DOIT may require to evidence, in the State's sole determination, compliance with this section;

(v) it shall afford the State the lowest rates available for the Systems and any associated services and shall provide an annual written statement that it has complied with such representation and warranty;

(w) except to the extent modified or abrogated in the Specifications, all ownership, title, licenses, rights and interest (including, but not limited to, perpetual use) (collectively, "Title") of and to the Systems and Systems Properties shall pass to the State upon complete installation, testing and acceptance of the Systems and associated services and payment by the State;

(x) if either party Terminates or Cancels the Contract, for any reason, the Contractor shall relinquish to the State all Title to the Systems and Systems Properties delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the State;

(y) with regard to third party products provided with the Systems, and Systems Properties, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license;

(z) the Contractor shall not copyright, register, distribute or claim any rights in or to the Systems and Systems Properties after the effective date of the Contract without DOIT's prior written consent;

(aa) it either owns or has the authority to use all Title of and to the Systems, Systems Properties and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;

(bb) the Systems and Systems Properties do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;

(cc) the State's use of any Systems and Systems Properties shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;

(dd) if the Contractor procures any Systems, Systems Properties Rights, the Contractor shall sub-license such Systems, Systems Properties and that the State shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Systems and Systems Properties;

(ee) the Contractor shall disclose to DOIT all software license and software escrow agreements that it has with any manufacturers or Contractor Parties; and

(ff) the Contractor shall assign or otherwise transfer to DOIT, or afford DOIT the full benefits of any manufacturer's warranty for the Systems, Systems Properties and All IP Rights, to the extent that such warranties are assignable or otherwise transferable to DOIT.

42. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor annually on the anniversary date of the effective date of the Contract, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract. The Contractor shall provide such information to DOIT no later than ten (10) days after the Contractor receives such information. Disclosure shall be in writing.

43. Bidder Communications with State. The only Agency with which Bidders may communicate concerning the Invitation to Bid and their Bid is DOIT. They may not contact the requesting Agency or any of its employees unless the Bidder has received prior written approval from DOIT. Any alleged oral agreement or arrangement made by a Bidder or Contractor with any Agency or any of its employees shall not bind DOIT or the State.

44. Entirety of Contract. The Contract is the entire agreement between the parties with respect to the its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. No alteration, modification or interpretation of the Contract shall be valid or binding unless in writing and signed by both parties. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

45. Price Reduction. The parties may agree to a reduction in the Bid price for any part or all of the System and/or associated services after the Contractor begins to perform.

46. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development Methodologies in accordance with their respective terms and conditions.

47. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
"Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor

has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

48. Whistleblowing. The Contract is subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of this section, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi- public agency may request the Attorney General to bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

49. Headings. The headings given to the Sections in these Terms and Conditions are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular Section to which the heading refers.

50. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

51. Parties. To the extent that any Contractor Party or Bidder Party is to participate or perform in any way, directly or indirectly in connection with the Bid or the Contract, any reference in the Invitation to Bid, the Bid and the Contract to "Contractor" or "Bidder" shall also be deemed to include "Contractor Parties" or "Bidder Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Bidder Parties," since it is the parties' intent for the terms "Contractor Parties" and "Bidder Parties" to be vested with the same rights and obligations as the terms "Contractor" and "Bidder."

52. Contractor Changes. The Contractor shall notify DOIT in writing of any change in its certificate of incorporation, a change in more than a controlling interest in the ownership of the Contractor or a change in the individual(s) in charge of the performance to be completed under the Contract. This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the performance. DOIT, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DOIT's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DOIT in accordance with the terms of DOIT's written request. DOIT may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until it is fully performed.

53. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provision of the Contract and which do not involve the assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

54. Audit and Inspection of Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by DOIT and any Agency, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the State's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

55. Background Checks. The Contractor and Contractor Parties shall be subject to criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual.

56. Continued Performance. The Contractor and Contractor Parties shall continue to perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

57. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

58. Contractor Responsibility. The Contractor shall be required to assume responsibility for the entire performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

59. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

60. Most Favored Nation. The terms of all Systems and services in the Contract are equivalent to or better than those for comparable Contractor offerings to any other state or local government under like terms and conditions. If during the term of the Contract the Contractor provides more favorable terms for said offerings to another such state or local government, the Contract shall be deemed to be amended, automatically and without any act required of any party, to provide the same terms to the State.

61. Confidential Information. DOIT will afford due regard to the Bidder's and Contractor's request for the protection of proprietary or confidential information which DOIT receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Bidder or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid and the Specifications, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply.

62. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

63. Cross-Default. If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under the Contract, then the State may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with the State. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with the State, then the State may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Contract.

64. Disclosure of Records. The Contract may be subject to the provisions of §1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

65. Notice of Consulting Affidavit. Section 4a-81 of Connecticut Statutes requires that this solicitation include a notice of the consulting affidavit requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

(1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.
If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.
This section is set forth here only for purposes of providing notice of the requirements of the Act. Accordingly, it is neither intended nor should it be interpreted nor relied upon to be a complete and full reiteration of the Act's contents. Any interpretation or understanding of the Act's requirements or content by any party must come only from reading the full text of the Act itself.

66. Summary of State Ethics Laws. Pursuant to the requirements of Section 1-101qq of Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

67. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

68. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

69. Continuity of Systems. (a) The Contractor acknowledges that the state agency information system and telecommunication system facilities and equipment (the "Systems") and associated services are important to the function of State government and that they must continue without interruption. If the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and perform all acts and things that DOIT deems to be necessary or appropriate, to ensure continuity of the Systems and services so that there is no disruption or interruption in performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the performance under the Contract without prior written approval of such subcontract by DOIT, as required by Conn. Gen. Stat. §4d-32. The Contractor shall include in such subcontract a provision containing all of the substantive terms and conditions of this section, such that the subcontractor will be obligated to DOIT in the same way as the Contractor is obligated to DOIT under this section. The Contractor shall make a full and complete disclosure of and delivery to DOIT or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly, concerning the Contract.
(b) The parties shall follow the following procedures in order to ensure the orderly transfer to the State of:
(1) such facilities and equipment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all Systems related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the Systems to the State, during the State's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Systems-related operation manuals and other documentation in whatever form they exist and a list of all Systems passwords and security codes;
(2) all software, including all applicable licenses, purchased, created or modified pursuant to the Contract, subcontract or amendment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all software, including all applicable licenses, purchased, created or modified pursuant to the Contract, subcontract or amendment no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to the State, during the State's business hours, the software, including its source code, if applicable, in good working order, readily capable of being maintained and modified, and housed in appropriately protective packaging or hardware to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all applicable passwords and security codes; and
(3) all Public Records, as defined in Conn. Gen. Stat. §4d-33, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all Records and Public Records created or modified pursuant to the Contract, subcontract or amendment no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Records and (2) 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to the State those Records and Public Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT. The Contractor shall deliver to the State, during the State's business hours, those Records and Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.
(c) If the Contractor employs former State employees, the Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. The Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

70. Campaign Contribution and Solicitation Ban . With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached SEEC Form 11.

71. Conn. Gen. Stat. Sec. 4-252(e).

Conn. Gen. Stat. § 4-252 (the "Statute") requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency began planning the project, services procurement, lease or licensing arrangement to be covered by the contract is.

72. Encryption of Confidential Data

Contractor, at its own expense, shall keep and maintain in an encrypted state any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies, classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture (EWTA). This shall be Contractor's continuing obligation for compliance with the EWTA standard as it may be amended or supplemented from time to time.

In the event of a breach of security or loss of State of Connecticut data, the Contractor shall notify the state agency which owns the data, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical but no later than 24 hours after the Contractor discovers or has reason to believe that a breach or loss as occurred or that such data has been compromised through breach or loss.

73. Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and

(d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and

(e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and

(f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

(1) "Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))

(2) "Business Associate" shall mean the Contractor.

(3) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.

(4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

(5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))

(6) "Individual" shall have the same meaning as the term "individual"' in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.

(8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(9) "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

(12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

(13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R.§ 164.304.

(14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.

(15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. 17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

(3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

(6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.

(7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

(8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.

(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

(13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

(14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.

(15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.

Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.

A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

(A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity

notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to