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TUESDAY, JANUARY 17, 2017
CITY COUNCIL REVISED AGENDA
6:00 PM

- I. Call to Order.
- II. Pledge of Allegiance/Invocation (Councilman Hakeem).
- III. Minute Approval.
- IV. Special Presentation.
- V. **Ordinances – Final Reading:**

PLANNING

- a. [2016-193 Field, LLC c/o Gabe Thomas/John and Jennifer Langworthy \(UGC Urban General Commercial Zone to E-RA-3 Residential Attached Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 721 North Market Street; 14, 16, 18, and 20 Peak Street; and 718 Spears Avenue, more particularly described herein, from UGC Urban General Commercial Zone and E-CX-3 Commercial Mixed Use Zone to E-RA-3 Residential Attached Zone and to amend Ordinance No. 13071, incorporating 18 and 20 Peak Street, and a portion of 718 Spears Avenue to the Form Based Code Area. \(District 1\) \(Recommended for approval by Planning and Applicant\)](#)
- b. [2016-173 Frank Goodwin and Headrick Construction \(R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 1400 and 1420 Hamilton Avenue, more particularly described herein, from R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, subject to certain conditions. \(District 2\) \(Recommended for approval by Planning\)](#)
- c. [2016-183 Mike and Cindy Cound \(R-1 Residential Zone to R-3 Residential Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 404 Colville Street and 628 Forest Avenue, more particularly described herein, from R-1 Residential Zone to R-3 Residential Zone, subject to certain conditions. \(District 2\) \(Recommended for approval by Planning\)](#)

- d. [2016-189 James E. Pratt, Jr. and Jon Jeffery Coppinger and Carol Anne B. Coppinger \(R-5 Residential Zone to R-1 Residential Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 5424 Cassandra Smith Road, more particularly described herein, from R-5 Residential Zone to R-1 Residential Zone. \(District 3\) \(Recommended for approval by Planning and Staff\)](#)
- e. [2016-182 Tim Dwyer with Leesman Engineering and Associates/Concord Creek, LLC \(R-4 Special Zone to C-2 Convenience Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1503 Gunbarrel Road, more particularly described herein, from R-4 Special Zone to C-2 Convenience Commercial Zone, subject to certain conditions. \(District 4\) \(Recommended for approval by Planning and recommended for denial by Staff\)](#)
- f. [2016-195 Kristen and Kevin Harvey/Margie Joe Howard \(R-4 Special Zone to C-2 Convenience Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 2700 and 2708 Walker Road, more particularly described herein, from R-4 Special Zone to C-2 Convenience Commercial Zone, subject to certain conditions. \(District 6\) \(Recommended for approval by Planning and Staff\)](#)
- g. [2016-200 William Wise \(D-RM-4 Zone to R-RV-4 Zone – Form Based Code Area\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 120 Market Street, more particularly described herein, from D-RM-4 Zone to R-RV-4 Zone – Form Based Code Area, subject to certain conditions. \(District 7\) \(Recommended for approval by Planning\)](#)
- h. [2016-191 Alan Haniszewski and Scenic City Investments, LLC \(R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1500 Anderson Avenue, more particularly described herein, from R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, subject to certain conditions. \(District 8\) \(Recommended for approval by Planning\)](#)
- i. [2016-192 Alan Haniszewski and Scenic City Investments, LLC \(R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 1805, 1807, 1809, and 1811 East 13th Street, more particularly described herein, from R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, subject to certain conditions. \(District 8\) \(Recommended for approval by Planning\)](#)

- j. [An ordinance to amend Chattanooga City Code, Part II, Chapter 38, by amending Article XVI Sections 38-728 and 38-729 to reduce lot area and width requirements in the RA \(Residential Attached\) Zone.](#)

PUBLIC WORKS AND TRANSPORTATION

Transportation

- k. [MR-2016-185 Branch Waterside Associates, LP % Jack Haylett, agent for the owner of the adjacent property, Sunland Corporate Center, LLC, Byron P. Defoor \(Abandonment\). An ordinance closing and abandoning a portion of the 2300 block of Napier Drive to allow for construction of a mixed use development, as detailed on the attached map, and subject to certain conditions. \(District 4\) \(Recommended for approval by Transportation\)](#)

VI. **Ordinances – First Reading: (None)**

VII. **Resolutions:**

HUMAN RESOURCES

- a. [A resolution authorizing the Director of Human Resources to enter into an agreement with I/O Solutions for the administration of promotional assessment centers for the positions of Fire Lieutenant and Fire Captain, and assessment of travel expenses, for an amount not to exceed \\$75,000.00.](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- b. [A resolution authorizing the Administrator for the Department of Public Works to award Consent Decree Contract No. W-14-006-201 to 3D Enterprises Contracting Corporation of Lexington, Kentucky, Moccasin Bend WWTP Secondary Clarifier Upgrades, in the amount of \\$14,227,000.00, with a contingency amount of \\$300,000.00, for an amount not to exceed \\$14,527,000.00. \(District 1\) \(Consent Decree\)](#)

PURCHASING

- c. [A resolution authorizing the Purchasing Agent for the City of Chattanooga to join the National Intergovernmental Purchasing Alliance Company \(National IPA\) through a membership agreement with the Cooperative Purchasing Network which will allow the flexibility to purchase some items that have already been negotiated or purchased by this cooperative.](#)

Revised Agenda for Tuesday, January 17, 2017

Page 4 of 7

VIII. Departmental Reports:

- a) Police.
- b) Fire.
- c) Economic and Community Development.
- d) Youth and Family Development.
- e) Transportation.
- f) **Public Works.**
- g) Finance.
- h) IT.
- i) Human Resources.
- j) General Services.

IX. Purchases.

X. Other Business.

XI. Committee Reports.

XII. Agenda Session for Tuesday, January 24, 2017.

XIII. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.

XIV. Adjournment.

TUESDAY, JANUARY 24, 2017
CITY COUNCIL AGENDA
6:00 PM

1. Call to Order.
2. Pledge of Allegiance/Invocation (Councilman Henderson).
3. Minute Approval.
4. Special Presentation.

“Inclusion By Design” Development Program
By Councilwoman Carol Berz and
Warren Logan (Urban League of Greater Chattanooga)

5. **Ordinances – Final Reading: (None)**
6. **Ordinances – First Reading:**

PLANNING

- a. [2016-184 Claudio Costa \(R-1 Residential Zone to R-3 Residential Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 4823 Winding Lane, more particularly described herein, from R-1 Residential Zone to R-3 Residential Zone. \(District 3\) \(Recommended for denial by Planning and Staff\) \(Deferred from 1/10/17\)](#)
 - b. [An ordinance to amend Chattanooga City Code, Part II, Chapter 38, by amending Article V, Division 1, R-1 Residential Zone, Section 38-44\(3\), relative to side building setbacks. \(Deferred from 1/3/17\)](#)
7. **Resolutions:**

FINANCE

- a. [A resolution to award a contract, in substantially the form attached, to ENCO Utility Services to perform quality control measures on water usage data, to ensure accurate sewer billing, and to provide online bill pay files wherein data will be delivered in a format uploadable to the City’s utility billing system, for an annual cost estimated at \\$120,000.00.](#)

GENERAL SERVICES

- b. [A resolution authorizing the Mayor to execute a Lease Agreement, in substantially the form attached, with Chattanooga Lookout Valley Church of the Nazarene for the operation of a community garden on the seven \(7\) adjacent parcels identified as 219, 221, 225, 227, 231, 235, and 237 Aster Avenue. \(District 1\)](#)

HUMAN RESOURCES

- c. [A resolution authorizing the appointment of Jon Pursley as a special police officer \(unarmed\) for the Land Development Office, to do special duty as prescribed herein, subject to certain conditions.](#)

MAYOR'S OFFICE

- d. [A resolution to confirm the Mayor's appointment of Donna Roddy to the Airport Authority Board.](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- e. [A resolution authorizing the Administrator for the Department of Public Works to enter into an agreement with HDR Engineering, Inc. for professional services relative to Contract No. W-16-017-101, MBWWTP Solids Process Optimization Implementation – Phase 2 Thickner Upgrades, a Non-Consent Decree Project, for an amount not to exceed \\$608,847.00. \(District 1\)](#)
- f. [A resolution authorizing the Administrator for the Department of Public Works to award Contract No. W-12-021-201 to Layne Inliner, LLC of Tucker, Georgia, Sanitary Sewer Rehabilitation of South Chickamauga Creek 5 Sub-Basin, in the amount of \\$2,626,985.00, with a contingency amount of \\$250,000.00, for an amount not to exceed \\$2,876,985.00, subject to SRF loan approval. \(Districts 5 & 6\)](#)
- g. [A resolution authorizing the Administrator for the Department of Public Works to enter into an agreement with Hefferlin+Kronenberg Architects, PLLC for professional architectural services relative to Contract No. Y-15-008-101, the Avondale Youth and Family Development Center, for an amount not to exceed \\$340,500.00. \(Districts 8 & 9\)](#)

Transportation

- h. [A resolution authorizing the acceptance of a donation from DeFoor Brothers Development, LLC, for the value of work to perform certain road improvements on Pine Street from Martin Luther King Boulevard to 7th Street, Project No. T-17-001, for the approximate amount of \\$688,324.00, subject to the City and B. P. Construction Company executing an agreement for said improvements and that the City of Chattanooga Department of Transportation being authorized to enter into an agreement, in substantially the form attached, with B. P. Construction Company for the improvements to Pine Street at no cost to the City. \(District 7\)](#)

Revised Agenda for Tuesday, January 17, 2017

Page 7 of 7

8. Departmental Reports:
 - a) Police.
 - b) Fire.
 - c) Economic and Community Development.
 - d) Youth and Family Development.
 - e) Transportation.
 - f) Public Works.
 - g) Finance.
 - h) IT.
 - i) Human Resources.
 - j) General Services.
9. Purchases.
10. Other Business.
11. Committee Reports.
12. Agenda Session for Tuesday, January 31, 2017.
13. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
14. Adjournment.

Proposed City Council Purchases 1-17-17

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
R145330 Public Works	Purchase of Bicycle Pedestrian Counters Transportation	6	2	Eco-Counter 604-3981 St. Laurent Montreal, QC H2W1Y5	\$49,645.00	General Fund	Purchase of Bicycle Pedestrian Counters. There were 6 direct bid solicitations and we received 2 responses in the publically advertised bid proceedings. Eco-Counter was the lowest bid meeting specifications.
PO531389 Public Works	Blanket Contract Renewal for Valve Actuator Services Waste Resources Division	8	5	Industrial Valve Sales & Service PO Box 1456 Cleveland, TN 37364-1456	Estimated \$300,000 Annually	Interceptor Sewer Operations	Blanket Contract Renewal of PO 531389 for Valve Actuator Services. There are no more renewals remaining per the original contract. There were 8 direct bid solicitations and we received 5 responses in the original publically advertised bid proceedings. Industrial Valve Sales & Service was the best bid meeting specifications.
PO533428 Public Works	Blanket Contract Renewal for Remote Monitoring Services Waste Resources Division	8	4	Mohawk Cryo LLC 1337 101st Street Niagra Falls, NY 14304	Estimated \$80,000 Annually	Interceptor Sewer Operations	Blanket Contract Renewal of PO 533428 for Remote Monitoring Services. There is one (1) renewal option remaining per the original contract. There were 8 direct bid solicitations and we received 4 responses in the original publically advertised bid proceedings. Mohawk Cryo LLC was the best bid meeting specifications.
PO532188 General Services	Blanket Contract Renewal for Radio Equipment & Maintenance Radio Shop	-	-	Motorola Solutions, Inc Po Box 12210 Knoxville, TN 37912	Estimated \$4,000,000 Annually	General Fund	Blanket Contract Renewal for Radio Equipment & Maintenance. This renewal will utilize the second (2nd) renewal option per the original contract with two (2) options remaining. This contract utilizes State of Tennessee contract number SWC418-45079. TCA 6-56-304.2 allows for this single source purchase, exempted from usual advertising and bidding requirements.



City of Chattanooga

Mayor Andy Berke

January 9, 2017

Mr. Justin Holland
Administrator
Public Works Department
Development Resource Center
1250 Market Street – Suite 2100
Chattanooga, TN 37402

Subject: 145330/304490 – Bicycle Pedestrian Counters - Transportation

Dear Mr. Holland:

Council approval is recommended for the purchase of bicycle pedestrian counters. These counters will be used by the Transportation Division, Public Works Department.

The invitation to bid was mailed to six (6) vendors as well as formally advertised. Two (2) responses were received as shown below. A spreadsheet has been prepared and attached for your review and consideration. Copies of the actual bids are retained on file in the Purchasing Office for your review upon request.

<u>Bidders</u>	<u>Bid Amount</u>
Eco-Counter	\$49,645.00
Jamar Technologies, Inc.	\$90,199.00

I recommend awarding this contract, based upon the price bid to Eco-Counter, the low bidder. The price offered appears to be fair and reasonable, and the bid meets specifications for the City of Chattanooga.

Respectfully yours,

A handwritten signature in blue ink that reads "Bonnie Woodward".

Bonnie Woodward,
Purchasing Director

BW/DP
Attachment

Bicycle Pedestrian Counters

	Eco-Counter	JAMAR Technologies
Item 1	\$14,875.00	\$33,750.00
Item 2	\$19,475.00	\$24,950.00
Item 3	<u>\$15,295</u>	<u>\$31,499.00</u>
Total	\$49,645.00	\$90,199.00

BID SOLICITATION



City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

BID OPENING DATE AND TIME: 29-NOV-16 at 2:00 PM BID NUMBER: 304490
BUYER: PHONE #: (423) 643-7230 DELIVERY REQUIRED:

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
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Requisition No.: 145330
 Ordering Dept.: Transportation
 Buyer: Dedra Partridge
 Phone No.: (423) 643-7237

Items Being Purchased: Bicycle Pedestrian Counters

ATTACHMENTS:
 Bicycle Pedestrian Counters Specifications
 Iran Divestment Act
 Affirmative Action Plan
 City of Chattanooga (COC) Terms and Conditions posted on Website
<http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions>
 If you can't download call buyer for a copy.

NOTE:
 ALL BIDS MUST BE SIGNED
 All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

Any manufacturer;s names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.

The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.

**** NOTE ****
 PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:

Company Name Eco-Counter

Address 604-3981 St. Laurent Blvd.
Montreal, Quebec CANADA H2W 1Y5

Phone/Toll-Free No. 1-866-518-4104

Fax No. N/A

eMail Address sales@eco-counter.com

Contact Person's Name Marian Mithani

Estimated Delivery 4 to 8 weeks

BID SOLICITATION



City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

BID OPENING DATE AND TIME:

29-NOV-16 at 2:00 PM

BID NUMBER: 304490

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
Minority-Owned Business _____ Small Business _____ Veteran _____ Minority Woman-Owned Business _____ Disabled Veteran _____ Woman-Owned Business _____ **** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****					

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.
 Bids will be received at the above mentioned address.

TERMS OF PAYMENT: NET 30

TELEPHONE NUMBER: 1-866-518-4404

COMPANY: Eco-Counter

SIGNATURE: *M. Mitton*

NAME AND TITLE: Marian Mitton, Client Consultant

BID SOLICITATION



City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

BID OPENING DATE AND TIME:

29-NOV-16 at 2:00 PM

BID NUMBER: 304490

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Bicycle counter SEE ATTACHED SPECS	5	Each	\$ 2,975	\$ 14,875
2	Pedestrian counter SEE ATTACHED SPECS	5	Each	\$ 3,895	\$ 19,475
3	1 real-time display, automated count station SEE ATTACHED SPECS	1	Each	\$ 15,295	\$ 15,295

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.
 Bids will be received at the above mentioned address.

TERMS OF PAYMENT: NET 30

TELEPHONE NUMBER: 1-866-518-4404

COMPANY: Eco-Counter

SIGNATURE: M. Mitrani

NAME AND TITLE: Marian Mitrani, Client Consultant



City of Chattanooga

Mayor Andy Berke

January 10, 2017

Mr. Justin Holland, Administrator
Public Works Department
Development Resource Center
1250 Market Street – Suite 2100
Chattanooga, TN 37402

Subject: 531389– Blanket Contract Renewal: Valve Actuator Services – Waste Resources Division - Public Works Department

Dear Mr. Holland:

Council approval is recommended to renew the blanket contract for Valve Actuator Services for the Waste Resources Division of the Public Works Department. This blanket contract with Industrial Valve Sales & Service, Inc. started in March 2015 and to date has provided \$460,018 of services for Waste Resources. Annual usage of this blanket contract is expected to remain approximately \$300,000 per year.

The original invitation to bid was sent to eight (8) vendors as well as formally advertised. Five (5) responses were received as shown below and on the attachment. A copy of the bids are retained on file and available for review in the Purchasing Office upon request.

Bidders

Industrial Valve Sales & Service, Inc.
Chase Services LLC
Georgia Western Inc.

Chalmers & Kubeck - South
Southern Sales Company

I recommend renewing this blanket contract with Industrial Valve Sales & Service, Inc. for a one (1) year term through March 2018. There are no remaining options for contract renewal beyond 2018.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 320081
	Industrial Valve Sales & Service, Inc P.O. Box 1456 Cleveland, TN 37364-1456

PO Date: 23-MAR-15 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate	Purchase Order Number 531389 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	

I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor		Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price
Requisition No.: 109600 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233				
DESCRIPTION: This shall be a twelve (12) month blanket contract for Valve Actuator Services for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein.				
NOTES: The bid submitted by Industrial Valve Sales & Service, Inc. dated 3-10-15 is hereby made a part of this contract. Payment Terms: Net 30 days Delivery Terms: As Needed				
PRICE ESCALATION CLAUSE: All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later.				
APPROVED BY CITY COUNCIL ON JMARCH 17, 2015				
CONTRACT BEGINNING/ENDING DATES: 3-23-2015 TO 3-23-2016				
Vendor Contact: Kevin Teague Phone: 423-472-6110 Fax: 423-559-8073				

***** NOTICE *****

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order, and further authorizes payment upon proper certification of receipt of goods and/or services.

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 320081 Industrial Valve Sales & Service, Inc P.O. Box 1456 Cleveland, TN 37364-1456
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PO Date: 23-MAR-15 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate	Purchase Order Number 531389 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
2	Cost Per Hour Actuator Technician Regular Time	0.00	Hour	\$ 43.0000	\$ 0.00
3	Cost Per Hour Actuator Technician Overtime/Emergency	0.00	Hour	\$ 64.5000	\$ 0.00
4	20 Percent Markup for Materials and Specialty Services	0.00	Each	\$ 1.0000	\$ 0.00

TOTAL: \$.00

***** NOTICE *****

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.

Bid Tabulation -

RFQ # 303640

Valve Actuator Services

Item #	Item	Industrial Valve Sales & Service, Inc. Unit Price	Chalmers & Kubeck - South Unit Price	Chase Service LLC Unit Price	Southern Sales Company Unit Price	Georgia Western Inc. Unit Price
1	Technician, hourly (Regular time)	\$43.00	\$49.00	\$65.00	\$108.00	\$132.00
2	Technician, hourly (Overtime/Emergency)	\$64.50/\$86.00	\$60/\$98	\$85.00	\$162.00	\$132.00
3	% Markup, Materials & Specialty Services	20%	20%	20%	15%	20%

Valve Actuator Service – Requisition 109600

Industrial Valve Sales & Service
P.O. Box 1456
Cleveland, TN. 37364

Georgia Western Inc.
2275 McCollum Pkwy.
Kennesaw, GA 301444

Guthrie Sales & Service
7003 Chadwick Dr.
Suite 300
Brentwood, TN 37027

Chalmers and Kubeck South
1050 Industrial Blvd
Watkinsville, GA 30677

Applied Industrial Technologies
4295 Cromwell Rd., Ste 419
Chattanooga, TN 37421

Control Services, Inc.
4729 Adams Road
Hixson, TN 37343

Jake Marshall, LLC
2912 South Hickory Street
Chattanooga, TN 37407

Creswell Richardson
900 Appling St.
Chattanooga, TN 37406



City of Chattanooga

Mayor Andy Berke

January 10, 2017

Mr. Justin Holland, Administrator
Public Works Department
Development Resource Center
1250 Market Street – Suite 2100
Chattanooga, TN 37402

Subject: 533428– Blanket Contract Renewal: Remote Monitoring Services – Waste Resources Division - Public Works Department

Dear Mr. Holland:

Council approval is recommended to renew the blanket contract for Remote Monitoring Services of the Cryogenic Air Separation Plant for the Waste Resources Division of the Public Works Department. This blanket contract with Mohawk Cryo LLC started in March 2014 and to date has provided \$209,606 of remote monitoring services for Waste Resources. Annual usage of this blanket contract is expected to remain approximately \$80,000 per year.

The original invitation to bid was sent to eight (8) vendors as well as formally advertised. Four (4) responses were received as shown below. A copy of the bids are retained on file and available for review in the Purchasing Office upon request.

Bidders

Mohawk Cryo LLC
Solutionwerks, Inc.

Ranch Cryogenics, Inc.
H&H Brown, Inc

I recommend renewing this blanket contract with Mohawk Cryo LLC for a one (1) year term through March 2018. There is an option for one (1) additional one (1) year contract renewal beyond 2018.

Respectfully yours,

A handwritten signature in blue ink that reads "Bonnie Woodward".

Bonnie Woodward
Director of Purchasing

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 376121
	Mohawk Cryo LLC 1337 101st Street Niagra Falls, NY 14304

PO Date: 14-JUL-15 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate	Purchase Order Number 533428 INVOICES: Direct invoices in DUPLICATE to the invoice address shown below.
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S H I P T O	

I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No.: 87372 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 *****					
DESCRIPTION: This shall be a twelve (12) month blanket contract for Remote Monitoring Services for Cryogenic Oxygen Generation System for the Waste Resources Division. The contract may be renewed for four (4) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein. *****					
NOTES: The Professional Services Contract between AirSep Process & Control LLC and the City of Chattanooga signed 3-12-14 is hereby made a part of this contract. Payment Terms: Net 30 days Delivery Terms: As Needed *****					
APPROVED BY CITY COUNCIL ON FEBRUARY 18, 2014 *****					
CONTRACT BEGINNING/ENDING DATES: 3-12-2014 TO 3-12-2016 *****					
Vendor Contact: David Martin Phone: 716-998-7928 Fax: 716-524-6769 (Was PO 525451 with AirSep Process & Control - company name change)					

***** NOTICE *****

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Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order, and further authorizes payment upon proper certification of receipt of goods and/or services.

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 376121
	Mohawk Cryo LLC 1337 101st Street Niagra Falls, NY 14304

PO Date: 14-JUL-15 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate	Purchase Order Number 533428 INVOICES: Direct invoices in DUPLICATE to the invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Communications Network and Remote Monitoring Services	0.00	Month	\$ 3,333.0000	\$ 0.00
2	Quarterly Inspection, Troubleshooting and Training Visits	0.00	Quarter	\$ 6,300.0000	\$ 0.00
3	Emergency Field Service Assistance	0.00	Day	\$ 1,260.0000	\$ 0.00
					TOTAL: \$.00

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Remote Monitoring for Cryogenic O2 Plant – Requisition 87372

Air Products and Chemicals, Inc.
7201 Hamilton Blvd.
Allentown, PA 18195-1501

Solutionwerks Inc.
1150 Glenlivet Drive
Allentown, PA 18106

Chart Energy & Chemicals, Inc.
1 Infinity Corporate Centre Dr.
Suite 300
Garland Heights, OH 44125

AirSep Process & Control LLC
1337 101st Street
Niagara Falls, NY 14304

H&H Brown, Inc.
1803 Polk St
Chattanooga, TN 37408

DWG Associates, Inc.
P.O. Box 666
Cumming, GA 30028

Universal Industrial Gases Inc.
2200 Northwood Ave., Ste 3
Easton, PA 18045-2239

Gas Systems Corporation
2705 Valley Creek Trail
McKinney, TX 75070

Bid Tabulation -

Req # 87372

Remote Monitoring

Item #	Item	Mohawk Cryo		H&H Brown		Solutionwerks		Ranch Cryogenics	
		Unit Price		Unit Price		Unit Price		Unit Price	
1	Monthly Fee	\$3,333.00		\$3,750.00		\$3,950.00		\$4,850.00	
2	Quarterly Fee	\$6,300.00		\$6,600.00		\$8,900.00		\$7,110.00	
3	Emergency Assistance	\$1,260.00		\$1,320.00		\$5,000.00		\$1,060.00	



City of Chattanooga

Mayor Andy Berke

January 10, 2017

Mr. Cary Bohannon
Director of General Services
General Services Department
274 East 10th Street
Chattanooga, TN 37402

Subject: Contract Renewal of Blanket PO No. 532188 – Radio Equipment & Maintenance – Radio Shop – General Services Department

Dear Mr. Bohannon:

Council approval is recommended to renew Blanket PO No. 532188 for Radio Equipment & Maintenance, Radio Shop, General Services Department. The City of Chattanooga is renewing the second (2nd) renewal option for twelve (12) months through March 14, 2018 for an estimated amount of \$4,000,000.00 with two (2) renewal options remaining.

This contract is utilizing the State of Tennessee contract number SWC418-45079. A copy of the State contract is attached.

I recommend renewing Blanket PO No. 532188 for Radio Equipment & Maintenance to Motorola Solutions, Inc.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments



Mark McKeel <mmckeel@chattanooga.gov>

Council Letter - Contract Renewal; Blanket PO# 532188 - Radio Equipment & Maintenance

Cary Bohannon <cbohannon@chattanooga.gov>
To: Mark McKeel <mmckeel@chattanooga.gov>

Tue, Jan 10, 2017 at 3:09 PM

Mark,

With the purchases of the radios and equipment for the new radio lease program we will need the annual limit to be in the range of \$3 to \$4 million. Payments on lease radios alone will be \$1.7 million for the next four years.

Thanks,

Cary M. Bohannon
Director of General Services
City of Chattanooga
Phone: (423) 643-7505
Email: cbohannon@chattanooga.gov

Sent from my Windows 10 phone

From: Mark McKeel
Sent: Monday, January 9, 2017 11:26 AM
To: Cary Bohannon
Cc: Pat Rollins
Subject: Council Letter - Contract Renewal; Blanket PO# 532188 - Radio Equipment & Maintenance

[Quoted text hidden]

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 049494 Vendor Alternate ID: 5390 Motorola Solutions Inc P O Box 12210 Knoxville, TN 37912
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PO Date: 08-MAY-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 532188 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 113374 / 303759 Ordering Dept.: Radio Shop, City Wide Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Radio Equipment & Maintenance - SWC 418 ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply Radio Equipment and Maintenance to the City of Chattanooga Radio Shop. The Contract Term May Be Renewed For An Additional Four (4) Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. **** Vendor Shall Hold Prices Firm for First (1st) Year of Contract **** Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments. Purchase Order is issued in accordance with Motorola Solutions, Inc. using the State of Tennessee Contract SWC418-45079 is hereby made part of this contract. Approved by City Council on May 5, 2015 Contract dates: 05/11/15 - 03/14/16 Vendor Contact: Jeff Miller Phone No.: 615-504-2727 Email: jeff.miller@motorolasolutions.com					

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City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 049494 Vendor Alternate ID: 5390 Motorola Solutions Inc P O Box 12210 Knoxville, TN 37912
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PO Date: 08-MAY-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 532188 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Change Order# 1					
..... Contract has been extended an additional twelve (12) months. New contract performance date is March 14, 2017. City Council approved on March 1, 2016. 1st Renewal					

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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
2	Radio Equipment, Maintenance, Repairs, Parts, Accessories & Test Equipment (Catalog)	0.00	Each	\$ 1.0000	\$ 0.00
3	User Training; On-Site	0.00	Hour	\$ 940.0000	\$ 0.00
4	User Training; Vendor's Site	0.00	Hour	\$ 462.0000	\$ 0.00
5	User Training; Online	0.00	Hour	\$ 231.0000	\$ 0.00
6	Emergency Maintenance or Repair; On-Site	0.00	Hour	\$ 192.7500	\$ 0.00
7	Emergency Maintenance or Repair; Vendor's Site	0.00	Hour	\$ 192.7500	\$ 0.00
8	Non-Emergency Maintenance or Repair; On-Site	0.00	Hour	\$ 192.7500	\$ 0.00
9	Non-Emergency Maintenance or Repair; Vendor's Site	0.00	Hour	\$ 192.7500	\$ 0.00
10	Assembly/Installation; On-Site	0.00	Hour	\$ 192.7500	\$ 0.00
11	Assembly/Installation; Vendor's Site	0.00	Hour	\$ 192.7500	\$ 0.00

TOTAL: \$.00

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Welcome to Supplier Portal



Contract Detail

Contract Pricing Extended to Local Governments and State Agencies

Contract ID: 000000000000000000045079 **SWC 418 Radio Equipment**
 Buyer Name: Kotler, Richard A Buyer Email: richard.kotler@tn.gov
 Vendor: 0000000498 Telephone: 615-741-1035
 Contract Begin Date: 03/15/2015 Contract End Date: 03/14/2020

Contract Line Detail		Personalize Find View All		First	1-3 of 32	Last
Unit of Measure	Base Price	Line	Item ID	Item Description	Category ID	
HR	462.00000	3	1000168570	User Training, Vendor's Site, Radios and Systems, All Categories	85265	
HR	231.00000	4	1000168571	User Training, Online, Per User, Radios and Systems, All Categories	85194	
HR	940.00000	2	1000168569	User Training, On-Site (Any Location in Tennessee), Radios and Systems, All Categories	85265	

Close this window to return to the Contract Search Page



**CONTRACT
BETWEENTHETSTATEOFTENNESSEE,
DEPARTMENT OF GENERAL SERVICES AND
MOTOROLA SOLUTIONS, INC.**

This Contract, by and between the State of Tennessee, Department of General Services Central Procurement Office, hereinafter referred to as the "State" and Motorola Solutions, Inc., hereinafter referred to as the "Contractor," is for the provision of Radio Equipment, Maintenance, Repairs, Parts, Accessories, and Test Equipment, as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation
Contractor Place of Incorporation or Organization: Delaware
Contractor Edison Registration ID # 0000000498

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all services and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Summary of Services

A.2.a. Through this Radio Equipment, and Services Contract, State agencies shall obtain:

A. Radio Equipment and related warranties:

- Analog Base Station (Specifications detailed in A.7 and A.8)
- P25 Compliant Base Station (Specifications detailed in A.7 and A.9)
- Analog Repeater (Specifications detailed in A.7 and A.10)
- P25 Compliant Repeater (Specifications detailed in A.7 and A.11)
- Analog Mobile (Specifications detailed in A.7 and A.12)
- P25 Compliant Mobile (Specifications detailed in A.7 and A.13)
- Analog Portable (Specifications detailed in A.7 and A.14)
- P25 Compliant Portable (Specifications detailed in A.7 and A.15)
- P25 Compliant Vehicular Repeater (Specifications detailed in A.7 and A.16)
- Analog Vehicular Repeater (Specifications detailed in A.7 and A.17)
- P25 Compliant Dispatch Console (Specifications detailed in A.7 and A.18)
- Microwave (Specifications detailed in A.7 and A.19)
- P25 Compliant Infrastructure (Specifications detailed in A.7 and A.20)
- Radio Test Equipment (Specifications detailed in A.7 and A.21)

B. Radio Equipment Repair - Under Warranty (Specifications detailed in Section A.4)

C. Optional Maintenance Service Plans – Under or Out of Warranty (Specifications detailed in Section A.5 and A.6)

D. Parts and Accessories (Specifications detailed throughout Sections A.4-21)

The State reserves the right to add, delete or update catalog offerings throughout the term of this Contract.



- A.2.b Throughout the contract term, the Contractor shall provide product information and technical assistance, as requested by the State. Technical support can include, but is not limited to installation, operation, troubleshooting, problem resolution, and upgrade/modernization.
- A.2.c This contract shall not be used for radio tower maintenance or radio-related consulting services. However, this contract may include knowledge transfer, training, guidance, and mentoring of authorized user support staff to enable such staff to provide ongoing support for the products or services internally.
- A.2.d This procurement supersedes State Wide Contracts SWC 416, SWC 420, SWC 421 and several Agency Contracts for Radio Repair Parts, Supplies and Tools; Two Way Radios; UHF/R1 and VHF Digital Radios, Associated Consoles, Repeaters and support equipment- both Analog and P25 Compliant and Post Warranty Maintenance. No other contracts may be created, entered into, or utilized as a result of the contract without the express written consent of the Chief Procurement Officer. Specific terms for individual orders may not deviate from the terms of this Contract. Adding additional terms or conditions to this contract may not occur without the express written consent of the Chief Procurement Officer.
- A.2.e Price lists or price schedules for the awarded published catalogs shall remain firm for 365 days following the date of award. In the event of a price decrease, the Contractor must provide written price reduction information within ten (10) business days of its effective date. The State shall be advised of, and receive automatic benefit of, any price decrease.

Written requests for price changes based on published catalogs, price lists, or price schedules may be submitted in writing after the firm price period. Requests for price changes may only be requested every twelve (12) months or 365 days following the firm price period. Requests must include copies of the new catalogs, price lists or price schedules that reflect a change in the Contractor's cost. Price changes must not constitute an increase in profit. Any request for price changes is subject to the approval of the State.

If a request for price changes is approved by the State, the State will modify the contract to reflect the approved price increase. The approved price increase will be in effect on the approval date. No retroactive approvals shall be permitted. Approval of any price increase renews the 180 day firm price period. The Contractor shall honor all purchase orders dated prior to the approved price increase acceptance date at the approved contract price in effect on the purchase order approval date. Upon request from the State, the Contractor will be required to furnish the approved catalog, price list or price schedule at no charge.

The Contractor shall provide updates in accordance with the agreed upon category management plan, as detailed in Section E.9.

- A.2.f The State reserves the right to add and delete specific Radio Equipment, Parts, Accessories, or Services to the Scope of Service under this contract.
- A.3. Technical Support of Radio Equipment
- A.3.a The Contractor's technical support team must include the point of contact via toll free telephone number for a representative at each level of the Contractor's management to provide goods or services required for the contract. The Contractor shall provide the names, titles, mailing addresses, e-mail addresses, telephone numbers, and fax numbers for the Technical Support Team on or before the start date of the contract.



- A.3.b The Contractor's contact information for an individual for each of the following titles. [One (1) individual must not hold more than two (2) titles].
- Account Service Manager
 - Field Service Representative
 - Technical Support Specialist
- A.3.c The State will receive updated information following changes in the above requested information and throughout the entire contract period.
- A.3.d Contractor(s) will clearly state or define that the version of radio being purchased is currently compliant with or capable of meeting existing radio system requirements.
- A.4. Warranty and Radio Equipment Repair - Under Warranty
- A.4.a Manufacturer's Warranty

Contractor ensures that all equipment and materials used in performing this contract are guaranteed by an original manufacturer warranty against any defective design, material, mechanical, electrical and workmanship defects for a period of one year ("Manufacturer's Warranty"). A one-year off-site warranty shall be included in the firm fixed cost of each radio in Attachment 4. All warranties shall cover all parts and accessories against defects in materials and workmanship while under normal use and service by the State. Parts shall include but not be limited to all products, subsystem components, software, and product accessories. The State will notify the Contractor of any defects in equipment or materials discovered during the warranty period. During the manufacturer's warranty period, at the option of the State, the Contractor or its designated representative will repair equipment, replace equipment, or replace equipment hardware, software or parts in a timely manner as detailed in the warranty service plan. The Contractor will perform all warranty services at no cost to the State.

A.4.b Warranty Replacement Parts

Only new OEM or equivalent parts and materials are permitted where replacement of parts and materials are required in accordance with the manufacturer's published guidelines. In the event that such replacement parts are unavailable, the Contractor may propose substitute brands provided such brands are awarded to the Contractor and are equivalent or better than those contained in the manufacturer's manual. The burden of establishing interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the Contractor; and the Contractor, at its own expense, shall furnish all applicable technical literature or documentation and information as required by the authorized user. The authorized user's decision regarding suitability of the replacement substitute part shall be final. Replacement parts shall be available for a minimum of five (5) years from the date of delivery to the using Agency. All replacement parts provided by the Contractor must be readily identified with the original manufacturer's identification number.

- A.4.c The Contractor must honor all warranties on hardware, software, and replacement hardware and software extending beyond the expiration or cancellation of this contract as if the contract were still in effect. Further, all warranties that are in effect under previous contracts shall remain in effect until warranty expiration.

A.4.d Option for Warranty Uplift

A warranty uplift or extended warranty may cover parts and labor not included in the manufacturer's warranty and/or may extend the manufacturer's warranty for a longer period of time. Buying a service contract or extended warranty is an optional purchase.



Any warranty uplift may expressly state the limitations of the warranty or "escape clauses" under which the warranty is not applicable. Policies which require proof of an unusually rigorous maintenance schedule will not be accepted.

A.5. Radio Equipment Repair (Out of Warranty)

A.5.a. The Contractor offers, radio equipment repair services at the labor rate and catalog discount percentages set forth in Attachment 4.

A.5.b. Only new parts and materials may be used when replacement of parts and materials are required to affect a repair. In the event such replacement parts are unavailable, the Contractor may propose equivalent parts that are equal to or better than the original manufacturer's parts. The Contractor must submit supporting documentation to the State, at its own expense, that is in support of the substitution. The State's decision regarding the suitability of the substitute part is final. Original replacement parts shall be available for a minimum of five (5) years from the date of delivery.

A.5.c. Parts that are no longer commercially available may be substituted for with refurbished parts. These parts must carry a "like new warranty." It is the responsibility of the Contractor to provide proof/evidence that the refurbished part is certified by the Original Equipment Manufacturer (OEM) and suitable for the intended use.

A.6. Optional Maintenance Service Plans (Under or Out of Warranty)

A.6.a. Service staff of the Contractor must be available to provide "Emergency" and "non-Emergency" maintenance or repair work performed on state premises in all ninety-five (95) Tennessee counties during the warranty repair period in effect under this Contract. Service staff of the Contractor must be available to provide Emergency services on-site in all ninety-five (95) Tennessee counties under this contract twenty-four (24) hours per day, three hundred sixty-five (365) days per year. Maintenance and repair services provided under this contract will be billed at hourly contract rates in accordance with Section C.3. The Contractor shall provide, at the State's option, an all-inclusive maintenance price for one year for individual radio units and/or maintenance based on time and material for maintenance support for equipment and software after the one-year warranty has expired. Upon the State's request, the Contractor shall include an optional service plan that includes on-going software updates for the life of the product.

A.6.b. The optional service plan shall include the following:

- Method of contact: local phone number or toll free number, local contact name and contact information, availability 24/7 to submit a request for service
- Service Plan content: definitions of "Emergency" and "non-Emergency" repairs
- Service Plan response times: the number of business days (1) On-site and/or off-site non-Emergency weekday, weekend and holiday response time, (2) On-site and/or off-site Emergency weekday, weekend, and holiday response time
- Service call completion times
- The assurance that only the manufacturer or their authorized representative may perform repairs and or maintenance.
- Cycle time (days to receive replacement)

A.7. Radio Equipment Requirements – All Categories (Applies to A.8 through A.21 below):

A.7.a. General Requirements

- i. **Interchangeability.** Whenever possible, all equipment of the same and/or like models shall be supplied so that direct interchangeability between radios, antennas, remote speaker-



microphones, batteries, chargers, and cables and accessories can be accomplished without electrical, physical, firmware, or software modification.

- ii. **Ambient Operational Temperature Range.** Each radio shall operate in an ambient temperature range of -30 degrees Celsius to +60 degrees Celsius. All mobile radio specifications in this document are referenced to +25 degrees Celsius.
- iii. **Accessory Connections.** External accessory electrical connectors shall be provided as a part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote speaker-microphone, and computer connection (USB). Subject to the approval of the Central Procurement Office or State agency, some connectors may be ganged to share an interface.
- iv. **Housing.** Each radio shall be contained within weather and impact resistant housing.
- v. **Federal Regulations and Requirements.** All radios shall meet FCC and all applicable Federal regulations and requirements.
- vi. **Radio Programming.**
 - a. Each radio shall be programmable. Programming shall permit specific user profiles to be stored in each radio to facilitate operation by different user groups. Programmed parameter memory shall be non-volatile so that no settings are lost when the radio is powered off or when the radio is momentarily disconnected from its power source. The last channel selected shall appear as the selected channel after the radio is turned back on. The last selected scan mode shall also reinitiate after the radio is turned back on. At the request of the State, the Contractor shall provide a mobile with the ability to transfer programming language from a portable radio.
 - b. Parameters that shall be programmable and stored include, but are not limited to, channel number, channel frequency, Continuous Tone-Coded Squelch System (CTCSS) or Digital Code Squelch (DCS) encode and decode, priority channel number and frequency, multiple channel scan settings and all configurable radio operation settings.
 - c. All programming software on P25 portable, mobile or control stations shall conform to the security features as defined by the State. The State requires one of three forms of security features: (1) a hardware system key, (2) a software system key, or (3) a web-enabled system key. Of the above security features, the hardware system key is the preferred method and if provided, will be controlled and regulated by the State.
- vii. **Fixed Base Station Specific Requirements.**
 - a. **Transmit Time Out.** Each fixed station shall be equipped with a timer that limits the amount of time that the transmitter is in operation. This timer shall inhibit the transmitter when the transmitter exceeds a predetermined, adjustable time limit.
 - b. **Optional Accessories**
 - i. Comparators and voting receivers may be requested for P25 Compliant and Analog Base Stations.
- viii. **Portable Specific Requirements.**



a. **Transmit Time Out.** Each portable shall be equipped with a timer that limits the amount of time that the transmitter is in operation. This timer shall inhibit the transmitter when the transmitter exceeds a predetermined, adjustable time limit.

b. **Optional Requirements**

i. **Two-tone Paging.** Portable radios may have the ability to respond to industry-standard two-tone paging sequences.

ii. **Radio Programming.** At the request of the State, the order may include a list of parameter configurations that the Contractor shall program in each radio at no cost to the Purchaser. The intent is to ensure that radios are ready for use upon delivery

c. **Accessories**

i. **Belt Clips or Holsters.** Each radio shall be provided with a standard-size belt clip or holster.

ix. **Repeater Specific Requirements.**

a. **Transmit Time Out.** Each repeater shall be equipped with a timer that limits the amount of time that the transmitter is in operation. This timer shall inhibit the transmitter when the transmitter exceeds a predetermined, adjustable length of time.

b. **Optional Accessories**

i. Comparators and voting receivers may be requested for P25 Compliant and Analog Repeaters.

x. **Console Specific Requirements**

a. **Two-tone Paging.** Each fixed station shall have the ability to generate industry-standard two-tone paging sequences.

A.7.b. **Analog-Specific Requirements**

i. **Configuration.** Each radio shall support conventional analog two-way voice communications.

ii. **Squelch Tail Elimination.** Each radio shall be provided with circuitry designed to inhibit extraneous noise or squelch tail at the end of a transmission. The elimination of squelch tail noise shall be incorporated in both the transmitter and the receiver.

iii. **Receive Audio Noise Squelch.** Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal.

iv. **Continuous Tone-Coded Squelch System (CTCSS) or Digital Code Squelch (DCS).** Each radio shall contain an encoder/decoder to allow for its usage in a two-way radio CTCSS or DCS. The tone-controlled squelch shall be compatible with the normal receiver squelch function and adjustable sensitivity.

When multiple-channel radio operation requires CTCSS or DCS on more than one channel, the CTCSS or DCS encode and decode in each radio shall be automatically switched by channel selection. When switching between channels that require CTCSS or DCS operation and channels that require audio noise squelch operation the mode of squelch operation shall be automatically switched by channel selection.

v. **Multiple-Channel Monitoring.** Each radio shall support multiple-channel monitoring or "scanning."



vi. **Optional Requirements**

a. **Scan Modes for Radio Station not classified as a Repeater.**

- i. **Priority Scan Mode.** In this mode, each radio shall be able to sequentially sample a programmed number of receive channels. When a voice signal becomes present on any sampled channel, the audio shall be heard through the speaker. If the channel being monitored is not the programmed priority channel, the radio shall continue to scan the priority channel for the presence of a voice signal at such a rate that audio intelligibility is not seriously impaired. The presence of a voice signal on the priority channel shall cause the priority channel audio to be heard through the speaker with no loss of priority audio information. While the priority channel is being received the radio shall cease sampling the non-priority channel(s).
- ii. **Non-Priority Scan Mode.** In this mode, each radio shall be able to sequentially sample a programmed number of receive channels. When a voice signal becomes present on any sampled channel, the audio shall be heard through the speaker. While the voice signal is being received the radio shall cease sampling other channels. When the voice signal terminates, the radio shall resume sequential sampling after a suitable amount of time to ensure complete audio reception of the received voice signal.

A.8. **Analog Base Station**

a. **Accessory Connections.** External accessory electrical connectors shall be provided as a part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote speaker-microphone, and computer connection (USB). Subject to the approval of the Central Procurement Office or State agency some connectors may be ganged to share an interface.

- i. **Mounting.** Each radio shall be provided with provisions for mounting in both four post racks or cabinets and two post relay racks. All necessary mounting flanges and hardware shall be included. Each radio shall support installation in an industry-standard NEMA 19" wide rack or cabinet.
- ii. **Cabling and Installation Kit.** Each radio shall be provided with a complete cabling and installation kit for installing the radio and accessories in a rack or cabinet. This kit shall include but not be limited to mounting hardware for the radio and accessories and all cabling necessary to interconnect the radio and accessories.
- iii. **Duty-Cycle.** Each radio shall support a continuous duty cycle for 24 hours. This duty cycle shall permit the radio to be operated with its transmitter and power amplifier energized at full power for the entire 24 hours without damage to the radio.
- iv. **Antenna Interface.** Each radio shall include a single industry standard coaxial connector to support simplex operation. A transmitter-receiver RF relay shall be used to support simplex operation via this single antenna connection.

b. **Remote Radio Interfacing and Control**

- i. **Audio Interface for certain models.** At the request of the State for a punch block interface, the radio shall support both a 2-wire (Telco) interface, and a 4-wire audio circuit interface. The input audio interface shall provide a 600 Ohm load and support audio levels between -20 and +10 dBm. The output audio interface shall provide an adjustable audio level between -20 and +0 dBm when presented with a 600 Ohm load.



- ii. **Tone Control.** Each radio shall support remote in band-audio tone control via the audio interface. The tone control functions shall be programmable and include but not be limited to transmitter keying, CTCSS or DCS circuit disabling to monitor the received audio before transmitting, and carrier operated switching to support voter operation.
 - iii. **Local Radio Control.** Each radio shall include a remote microphone with a PTT switch. A separate speaker shall also be provided that may be part of the radio or mounted externally. All necessary mounting hardware for the remote microphone and external speaker shall be provided. An external, front-panel control shall be provided to mute the received audio and also to adjust the received audio volume.
 - iv. **Status Indicators.** Illuminated indicators shall be provided on the front of the radio to indicate the following functions at a minimum: Power-on condition, Transmitter energized condition, and internal alarm condition.
 - v. **Voltage Standing Wave Ratio(VSWR) Monitoring Circuit.** Each radio shall be provided with a VSWR monitoring circuit that monitors the VSWR during transmission and detects a high VSWR condition. When a high VSWR condition is detected by the circuit, the transmitter shall automatically reduce power to a level that will not damage the radio when transmitting continuously into any high VSWR condition. When a low VSWR condition has been reestablished, the radio shall resume operation at the original power setting.
- c. **Optional Requirements**
- i. **Built-in Power Supply.** Upon State or Agency request, the base station may contain a built-in power supply.
- d. **Optional Accessories**
- i. **External Speaker.** Control unit or dash mount radio package may include an external speaker.
- A.9. **P25 Compliant Base Station**
- a. **Configuration.** Each base station radio shall support conventional analog and trunked P25 two-way voice communications. Each base station unit shall consist of the following major components: Receiver, Transmitter with power amplifier, and Power Supply.
 - b. **Accessory Connections.** External accessory electrical connectors shall be provided as a part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote speaker-microphone, and computer connection (USB). Subject to the approval of the Central Procurement Office or State agency some connectors may be ganged to share an interface.
 - i. **Mounting.** Each radio shall be provided with provisions for mounting in both four post racks or cabinets and two post relay racks. All necessary mounting flanges and hardware shall be included. Each radio shall support installation in an industry-standard NEMA 19" wide rack or cabinet.
 - ii. **Cabling and Installation Kit.** Each radio shall be provided with a complete cabling and installation kit for installing the radio and accessories in a rack or cabinet. This kit shall include but not be limited to mounting hardware for the radio and accessories and all cabling necessary to interconnect the radio and accessories.



- iii. **Duty-Cycle.** Each radio shall support a continuous duty cycle for 24 hours. This duty cycle shall permit the radio to be operated with its transmitter and power amplifier energized at full power for the entire 24 hours without damage to the radio.
- iv. **Antenna Interface.** Each radio shall include a single industry standard coaxial connector to support simplex operation. A transmitter-receiver RF relay shall be used to support simplex operation via this single antenna connection.

c. Remote Radio Interfacing and Control.

- i. **Audio Interface for certain models.** At the request of the State or agency for a punch block interface, the radio shall support both a 2-wire (Telco) interface, and a 4-wire audio circuit interface. The input audio interface shall provide a 600 Ohm load and support audio levels between -20 and +10 dBm. The output audio interface shall provide an adjustable audio level between -20 and +0 dBm when presented with a 600 Ohm load.
- ii. **Tone Control.** Each radio shall support remote in band-audio tone control via the audio interface. The tone control functions shall be programmable and include but not be limited to transmitter keying, CTCSS or DCS circuit disabling to monitor the received audio before transmitting, and carrier operated switching to support voter operation.
- iii. **Local Radio Control.** Each radio shall include a remote microphone with a PTT switch. A separate speaker shall also be provided that may be a part of the radio or mounted externally. All necessary mounting hardware for the remote microphone and external speaker shall be provided. An external, front-panel control shall be provided to mute the received audio and also to adjust the received audio volume.
- iv. **Status Indicators.** Illuminated indicators shall be provided on the front of the radio to indicate the following functions at a minimum: Power-on condition, Transmitter energized condition, and internal alarm condition.
- v. **Voltage Standing Wave Ratio(VSWR) Monitoring Circuit.** Each radio shall be provided with a VSWR monitoring circuit that monitors the VSWR during transmission and detects a high VSWR condition. When a high VSWR condition is detected by the circuit, the transmitter shall automatically reduce power to a level that will not damage the radio when transmitting continuously into any high VSWR condition. When a low VSWR condition has been reestablished, the radio shall resume operation at the original power setting.

d. Optional Requirements

- i. **Built-in Power Supply.** Upon State or Agency request, the base station may contain a built-in power supply.
- ii. **External Speaker.** Control unit or dash mount radio package may include an external speaker.

A.10. Analog Repeater

- a. **Accessory Connections.** External accessory electrical connectors shall be provided as part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote speaker-microphone, and computer connection (USB). Subject to the approval of the Central Procurement Office or State agency some connectors may be ganged to share an interface.



- i. **Mounting.** Each radio shall be provided with provisions for mounting in both four post racks or cabinets and two post relay racks. All necessary mounting flanges and hardware shall be included. Each radio shall support installation in an industry-standard NEMA 19" wide rack or cabinet.
- ii. **Cabling and Installation Kit.** Each radio shall be provided with a complete cabling and installation kit for installing the radio and accessories in a rack or cabinet. This kit shall include but not be limited to mounting hardware for the radio and accessories and all cabling necessary to interconnect the radio and accessories.
- iii. **Duty-Cycle.** Each radio shall support a continuous duty cycle for 24 hours. This duty cycle shall permit the radio to be operated with its transmitter and power amplifier energized at full power for the entire 24 hours without damage to the radio.
- iv. **Antenna Interface.** Each radio shall include industry standard coaxial connectors to support full duplex operation.

b. Remote Radio Interfacing and Control.

- i. **Audio Interface for certain models.** At the request of the State for a punch block interface, the radio shall support both a 2-wire (Telco) interface, and a 4-wire audio circuit interface. The input audio interface shall provide a 600 Ohm load and support audio levels between -20 and +10 dBm. The output audio interface shall provide an adjustable audio level between -20 and +0 dBm when presented with a 600 Ohm load..
- ii. **Tone Control.** Each radio shall support remote in band-audio tone control via the audio interface. The tone control functions shall be programmable and include but not be limited to transmitter keying, CTCSS or DCS circuit disabling to monitor the received audio before transmitting, and carrier operated switching to support voter operation.
- iii. **Local Radio Control.** Each radio shall include a remote microphone with a PTT switch. A separate speaker shall also be provided that may be a part of the radio or mounted externally. All necessary mounting hardware for the remote microphone and external speaker shall be provided. An external, front-panel control shall be provided to mute the received audio and also to adjust the received audio volume.
- iv. **Status Indicators.** Illuminated indicators shall be provided on the front of the radio to indicate the following functions at a minimum: Power-on condition, Transmitter energized condition, and internal alarm condition.
- v. **Voltage Standing Wave Ratio(VSWR) Monitoring Circuit.** Each radio shall be provided with a VSWR monitoring circuit that monitors the VSWR during transmission and detects a high VSWR condition. When a high VSWR condition is detected by the circuit, the transmitter shall automatically reduce power to a level that will not damage the radio when transmitting continuously into any high VSWR condition. When a low VSWR condition has been reestablished, the radio shall resume operation at the original power setting.

c. Optional Requirements

- i. **Built-in Power Supply.** Upon State or Agency request, the base station may contain a built-in power supply.
External Speaker. Control unit or dash mount radio package may include an external speaker.

A.11. P25 Compliant Repeater



- a. **Configuration.** Each base station radio shall support conventional analog and trunked P25 two-way voice communications. Each base station unit shall consist of the following major components: Receiver, Transmitter with power amplifier, and Power Supply.
- b. **Accessory Connections.** External accessory electrical connectors shall be provided as a part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote speaker-microphone, and computer connection (USB). Subject to the approval of the Central Procurement Office or State agency some connectors may be ganged to share an interface.
 - i. **Mounting.** Each radio shall be provided with provisions for mounting in both four post racks or cabinets and two post relay racks. All necessary mounting flanges and hardware shall be included. Each radio shall support installation in a 19" wide rack or cabinet.
 - ii. **Cabling and Installation Kit.** Each radio shall be provided with a complete cabling and installation kit for installing the radio and accessories in a rack or cabinet. This kit shall include but not be limited to mounting hardware for the radio and accessories and all cabling necessary to interconnect the radio and accessories.
 - iii. **Duty-Cycle.** Each radio shall support a continuous duty cycle for 24 hours. This duty cycle shall permit the radio to be operated with its transmitter and power amplifier energized at full power for the entire 24 hours without damage to the radio.
 - iv. **Antenna Interface.** Each radio shall include a single industry standard coaxial connector to support simplex operation. A transmitter-receiver RF relay shall be used to support simplex operation via this single antenna connection.
- c. **Remote Radio Interfacing and Control**
 - i. **Audio interface for certain models.** At the request of the State for a punch block interface, the radio shall support both a 2-wire and a 4-wire audio circuit interface. The input audio interface shall provide a 600 Ohm load and support audio levels between -20 and +10 dBm. The output audio interface shall provide an adjustable audio level between -20 and +0 dBm when presented with a 600 Ohm load.
 - ii. **Tone Control.** Each radio shall support remote in band-audio tone control via the audio interface. The tone control functions shall be programmable and include but not be limited to transmitter keying, CTCSS or DCS circuit disabling to monitor the received audio before transmitting, and carrier operated switching to support voter operation.
 - iii. **Local Radio Control.** Each radio shall include a remote microphone with a PTT switch. A separate speaker shall also be provided that may be a part of the radio or mounted externally. All necessary mounting hardware for the remote microphone and external speaker shall be provided. An external, front-panel control shall be provided to mute the received audio and also to adjust the received audio volume.
 - iv. **Status Indicators.** Illuminated indicators shall be provided on the front of the radio to indicate the following functions at a minimum: Power-on condition, Transmitter energized condition, and Internal alarm condition
 - v. **Voltage Standing Wave Ratio(VSWR) Monitoring Circuit.** Each radio shall be provided with a VSWR monitoring circuit that monitors the VSWR during transmission and detects a high VSWR condition. When a high VSWR condition is detected by the circuit, the transmitter shall automatically reduce power to a level that will not damage the radio when transmitting continuously into any high VSWR condition. When a low VSWR



condition has been reestablished, the radio shall resume operation at the original power setting.

d. Optional Requirements

- i. **Built-in Power Supply.** Upon State or Agency request, the base station may contain a built-in power supply.
- ii. **External Speaker.** Control unit or dash mount radio package may include an external speaker.

A.12. Analog Mobile Radios

a. General Requirements

- i. **Configuration.** Each mobile radio shall support conventional, analog two-way voice communications.
- ii. **Duty Cycle.** Each radio shall support an operational duty cycle of 1 minute transmit, and 4 minutes receive per 5 minutes. This 20-80 percent, per 5 minutes, duty cycle shall be supported for a minimum continuous period of 8 hours.
- iii. **External Controls.** Each radio shall support the following minimum number of control functions, each accessible from separate controls on the outside of the control unit or dash mount radio package. Subject to the approval of the Central Procurement Office or State agency, some functions may be ganged on shared external controls.
 - Power on-off.
 - Push-to-talk.
 - Receive audio volume control.
 - Channel selection.
 - Receive audio monitoring selection with CTCSS or DCS enabled.
 - Multiple-channel monitor (SCAN) controls.
 - At the request of the State or agency, radios shall have an emergency function with one-button activation.
- iv. **Display.** Each control unit or dash mount radio package shall include a display. The display shall facilitate radio usage and assist in the operation of external controls. The display shall be illuminated momentarily when any external control is actuated.
- v. **Remote Microphone.** Each control unit or dash mount radio package shall include a handheld microphone with a PTT switch. Each microphone shall be detachable by the user.

b. Radio Power

- i. Each mobile radio shall be powered from a 12 Volt DC source.
- ii. **Vehicle Ignition Sensing.** Each radio shall include provisions to operate with or without ignition sensing. Without ignition sensing, the radio shall be installed such that the radio power supply is isolated from the vehicle starting circuit, always providing power to the radio. With ignition sensing, the radio shall be disconnected from the radio power supply during vehicle ignition or when the vehicle is powered off. Ignition control may be accomplished internally or with an external relay. The radio operational modes and programming shall not be affected in either operational mode (with or without ignition sensing). The operational mode will be selected by the State Agency when a procurement order is initiated.



- c. **Optional General Accessories.** When a procurement order is initiated, the Purchaser may elect to purchase the following general Accessories:
- i. **Remote DTMF Microphone.** Each control unit or dash mount radio package may include a handheld DTMF touchpad microphone with a PTT switch. Each DTMF microphone may be detachable by the user.
 - ii. **DTMF Selection.** Upon State or Agency request, radio shall support DTMF selection.
 - iii. **Dual Control Units.** Upon request of the State or agency, the trunk mount radio configuration shall support dual separate control units. These control units may be daisy chained or individually connected to the trunk mount unit.
 - iv. **External Speaker.** Control unit or dash mount radio package may include an external speaker.
 - v. **Other Accessories.** These accessories include headsets, antennas, detachable cords, intercoms, jackboxes, panels/cables, etc.
 - vi. **Multi-Band.** Respondents may propose radios that cover multiple bands offering cross-band repeating.
 - vii. Upon State or Agency Request, all controls must be able to function as intended when actuated while wearing appropriate protective gloves.

A.13. **P25 Compliant Mobile Radios**

a. **General Requirements.**

- i. **Configuration.** Each mobile radio shall support conventional analog and trunked P25 two-way voice communications.
- ii. **Duty Cycle.** Each radio shall support an operational duty cycle of 1 minute transmit, and 4 minutes receive per 5 minutes. This 20-80 percent, per 5 minutes, duty cycle shall be supported for a minimum continuous period of 8 hours.
- iii. **External Controls.** Each radio shall support the following minimum number of control functions, each accessible from separate controls on the outside of the control unit or dash mount radio package. Subject to the approval of the Central Procurement Office or State agency, some functions may be ganged on shared external controls.
 - Power on-off.
 - Push-to-talk.
 - Receive audio volume control.
 - Channel selection.
 - Receive audio monitoring selection with CTCSS or DCS enabled.
 - Multiple-channel monitor (SCAN) controls.
 - At the request of the State or agency, radios shall have an emergency function with one-button activation.
- iv. **Display.** Each control unit or dash mount radio package shall include a display. The display shall facilitate radio usage and assist in the operation of external controls. The display shall be illuminated momentarily when any external control is actuated.



- v. **Remote Microphone.** Each control unit or dash mount radio package shall include a handheld microphone with a PTT switch. Each microphone shall be detachable by the user.

b. **Radio Power**

- i. Each mobile radio shall be powered from a 12 Volt DC source.
- ii. **Vehicle Ignition Sensing.** Each radio shall include provisions to operate with or without ignition sensing. Without ignition sensing, the radio shall be installed such that the radio power supply is isolated from the vehicle starting circuit, always providing power to the radio. With ignition sensing, the radio shall be disconnected from the radio power supply during vehicle ignition or when the vehicle is powered off. Ignition control may be accomplished internally or with an external relay. The radio operational modes and programming shall not be affected in either operational mode (with or without ignition sensing). The operational mode will be selected by the Purchaser when a procurement order is initiated.

c. **Optional General Accessories.** When a procurement order is initiated, the Purchaser may elect to purchase the following general accessories:

- i. **Remote DTMF Microphone.** Each control unit or dash mount radio package shall include a handheld DTMF touchpad microphone with a PTT switch. Each DTMF microphone shall be detachable by the user.
- ii. **Dual Control Units.** Upon request of the State or agency, the trunk mount radio configuration shall support dual separate control units. These control units may be daisy chained or individually connected to the trunk mount unit.
- iii. **External Speaker.** Control unit or dash mount radio package may include an external speaker.
- iv. **Other Accessories.** These accessories include headsets, antennas, detachable cords, intercoms, jackboxes, panels/cables, etc.
- v. Upon State or Agency Request, all controls must be able to function as intended when actuated while wearing appropriate protective gloves.
- vi. **Multi-Band.** Respondents may propose radios that cover multiple bands offering cross-band repeating.

A.14. **Analog Portable Radios**

a. **General Requirements**

- i. **Configuration.** Each portable radio shall support conventional, analog two-way voice communications. Each unit shall consist of a receiver and transmitter, a speaker and microphone, and a removable antenna.
- ii. **Accessory Connections.** External accessory electrical connectors shall be provided, as a part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, battery charger, remote speaker-microphone, remote speaker- microphone-antenna, computer connection (USB), and a vehicular charger remote speaker-microphone-antenna.



- iii. **Duty Cycle.** Each radio shall support a minimum operational duty cycle of 3 seconds transit, 3 seconds receive and 54 seconds standby per minute. This 5-5-90 percent, per minute, duty cycle shall be supported by each radio for a minimum continuous period of 8 hours without changing batteries.
 - iv. **External Controls.** Each radio shall support the following minimum number of control functions, each accessible from separate controls on the outside of the control unit or dash mount radio package.. Subject to the approval of the Central Procurement Office or State agency, some functions may be ganged on shared external controls.
 - Power on-off.
 - Push-to-talk.
 - Receive audio volume control.
 - Channel selection.
 - Receive audio monitoring selection with CTCSS or DCS enabled.
 -
 - At the request of the State or agency, radios shall have an emergency function with one-button activation.
- b. **Optional General Accessories.** When a procurement order is initiated, the Purchaser may elect to purchase the following general accessories:
- i. The State or Agency may request Multiple-channel monitor (SCAN) controls.
 - ii. **Other Accessories.** These accessories include headsets, antennas, detachable cords, intercoms, jackboxes, and panels/cables.
 - iii. Upon State or Agency Request, all controls must be able to function as intended when actuated while wearing appropriate protective gloves.

A.15. P25 Compliant Portable Radios

a. General Requirements

- i. **Configuration.** Each portable radio shall support conventional analog and trunked P25 two-way voice communications. Each unit shall consist of a receiver and transmitter, a speaker and microphone, and a removable antenna.
- ii. **Accessory Connections.** External accessory electrical connectors shall be provided, as part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, battery charger, remote speaker-microphone, remote speaker- microphone-antenna, computer connection (USB), and a vehicular charger remote speaker-microphone-antenna.
- iii. **Duty Cycle.** Each radio shall support a minimum operational duty cycle of 3 seconds transit, 3 seconds receive and 54 seconds standby per minute. This 5-5-90 percent, per minute, duty cycle shall be supported by each radio for a minimum continuous period of 8 hours without changing batteries.
- iv. **External Controls.** Each radio shall support the following minimum number of control functions, each accessible from separate controls on the outside of the control unit or dash mount radio package. Subject to the approval of the Central Procurement Office or State agency, some functions may be ganged on shared external controls.
 - Power on-off.
 - Push-to-talk.
 - Receive audio volume control.



- Channel selection.
- Receive audio monitoring selection with CTCSS or DCS enabled.
- At the request of the State or agency, radios shall have an emergency function with one-button activation.

b. **Optional General Accessories.** When a procurement order is initiated, the Purchaser may elect to purchase the following general accessories:

- i. Multiple-channel monitor (SCAN) controls. The State or Agency may request Multiple-channel monitor (SCAN) controls.
- ii. **Other Accessories.** These accessories include headsets, antennas, detachable cords, intercoms, jackboxes, and panels/cables.
- iii. Upon State or Agency request, all controls must be able to function as intended when actuated while wearing appropriate protective gloves.
- iv. **Multi-Band.** Respondents may propose radios that cover multiple bands offering cross-band repeating.

A.16. **P25 Compliant Vehicular Repeaters**

a. **General Requirements**

- i. **Operations.** Personnel, while out of their vehicles, will use their existing portable radios to operate the vehicular repeater in the vehicle and provide communications with dispatch. The portable radio will activate the Vehicular Repeater which will function as a repeater and control the existing mobile radio in the vehicle. The mobile will provide communications with dispatch through existing base stations.

The vehicular repeater shall include all necessary cables and connectors to interface with the mobile radio of choice. The make and model of the mobile radio acquired on a separate proposal and required to interface with the VRS, will be supplied within two weeks of purchase order issuance.

- ii. **Duty Cycle.** Each radio shall support an operational duty cycle of 1 minute transit, and 4 minutes receive per 5 minutes. This 20-80 percent, per 5 minute, duty cycle shall be supported for a minimum continuous period of 8 hours.

b. **Radio Power**

- i. Each mobile radio shall be powered from a 12 Volt DC source.

c. **Optional General Accessories**

- i. **External Speaker.** Control unit or dash mount radio package may include an external speaker.

A.17. **Analog Vehicular Repeaters**

b. **General Requirements**

- i. **Operations.** Personnel, while out of their vehicles, will use their existing portable radios to operate the Vehicular Repeater in the vehicle and provide communications with dispatch. The portable radio will activate the Vehicular Repeater which will function as a



repeater and control the existing mobile radio in the vehicle. The mobile will provide communications with dispatch through existing base stations.

The Vehicular Repeater shall include all necessary cables and connectors to interface with the mobile radio of choice. The make and model of the mobile radio acquired on a separate proposal and required to interface with the VRS, will be supplied within two weeks of purchase order issuance.

- ii. **Duty Cycle.** Each radio shall support an operational duty cycle of 1 minute transit, and 4 minutes receive per 5 minutes. This 20-80 percent, per 5 minute, duty cycle shall be supported for a minimum continuous period of 8 hours.

c. Radio Power

- i. Each mobile radio shall be powered from a 12 Volt DC source.

d. Optional General Accessories

- i. External Speaker. Control unit or dash mount radio package may include an external speaker.

A.18. Dispatch Consoles

a. General Requirements

- i. **Applications/features.** The dispatch console is to have the following summary features: ; Supervisory control; Parallel transmit/busy indicator and transmit lock-out; Minimum speaker audio volume control; Cross-patch operation; Standard control functions; Headset switching; Channel Functions, including call indicator, transmit switch indicator; mute switch indicator; select switch indicator; transmit busy indication; Transmit Supervisory Control, Speakers, Speaker Volume Control, Microphone; Clock and Metering; Intercom Switch; Monitor Switch; Alert Tone Switch; Unselected Speaker All-Mute; Simultaneous Channel Section; Cross Patch Switch and Indicator; Cross Muting; Keyed Channel Interlocks; Headset Jack; Headset; Utility Switch; and ID features. Upon State or agency request, the console shall support emergency functions and/or contain a voice processing module.
- ii. Whenever possible, the dispatch console shall integrate telephony and radio, call handling, monitoring and logging functions into a single operator interface. Upon State or agency request, the radio system shall have a site-trunking backup console that is able to function in P-25 mode and site-trunking mode. .
- iii. **Features.** The consoles shall provide for integration of 9-1-1 and mapping, instant recall recorder and fire station alerting.
- iv. **Configuration.** Each console shall support conventional and trunked circuits, both analog and digital. Each unit shall consist of the following major components:
 - Personal Computer
 - Monitor
 - Microphone
 - Mouse and keyboard
 - Software

b. Optional Requirements



- i. **Radio and Telephony Interface.** The State or Agency may request a console that integrates telephone and radio, call handling, monitoring and logging functions into a single operator interface.
 - ii. **Primary and Remote Control Operation.** The State or Agency may request Independent and simultaneous operation of primary communications consoles and remote control consoles
 - iii. **Backup Console.** The State or Agency may request a site-trunking backup console that is able to function in P-25 mode and site-trunking mode.
 - iv. **Instant Recall Recorder.** The State or Agency may request instant recall recorder functionality.
 - v. **9-1-1 Radio Dispatch.** The State or Agency may request integration for 9-1-1 radio dispatch.
 - vi. **Fire Station Alerting.** The State or Agency may request integration for fire station alerting.
- c. **Optional General Accessories.** When a procurement order is initiated, the Purchaser may elect to purchase the following general accessories:
- Single-pedal foot switch
 - Dual-pedal foot switch
 - Desktop gooseneck microphone
 - Jackbox
 - Headset
 - Logging recorders by channel capacity
 - 9-1-1 and mapping
 - Console furniture
 - Headset radio/telephone interface
 - Intercom operation

A.19. Microwave

a. General Requirements.

- i. **Frequency Range:** The Microwave radio frequency range shall be 900 MHz or greater.
- ii. **Transmitter Source.** Radios shall have a synthesized transmitter source.

b. Optional Requirements.

- i. **Channel Sizes.** The radios may support the following channel sizes: 3.75, 5, 10, 20, 30, 40, 50 and 80 MHz
- ii. **Interfaces.** Interfaces may include: 1-32 T1, DS3, Gigabit Ethernet, Fast Ethernet, SONET and Packet Switched Networks (MPLS).
- iii. **Modulation and Coding Options.** The radio may have a fixed/adaptive modulation covering: QPSK, 16, 32, 64, 128 and 256 QAM. The coding options shall allow for maximum gain and maximum throughput.
- iv. **Automatic Transmitter Power Control Range.** A Respondent may have an automatic transmitter power control range that is configurable over the full available manual attenuation range.
- v. **License.** The State or Agency may request a license coordinated by the Contractor.
- vi. **Path Studies.** The State or Agency may request a path study to be completed.

c. Optional General Accessories. To include but not limited to:

- Time Division Multiplexing (TDM) or pure Ethernet technologies with capacities of one (1) T1 through Gigabit Ethernet,
- Synchronization timing systems,



- Multiplexers (optical and copper),
- Antennas,
- Microwave dishes,
- Wave guide,
- Dehydrators,
- RF line/connector,
- Battery backup systems,
- Power Supplies: Direct current power supplies and interruptible Power Supplies (UPS),
- Environmental monitoring systems,
- Equipment monitoring /network management systems (hardware and software),
- Other Accessories. To include equipment racks, pipe mounts, fuse panels, Patch panels/cross connect panels, channel banks, digital cross connect shelves.

A.20. **P25 Compliant Infrastructure**

- a. **General Requirements.** P25 Compliant Infrastructure to include all radios and associated devices that help support, maintain, and regulate the state's P25 Compliant system.
- b. **Category Inclusions.** The P25 Compliant Infrastructure category shall include, but not be limited to:
 - i. **Devices.** Including site controllers, simulcast controllers, master site servers/controllers, MPLS network routers and controllers, and GPS timing receivers.
 - ii. **Systems and Interfaces.** Including network management and environmental site alarm systems, legacy support interfaces, Inter Sub System Interfaces (ISSI), and Smartphone system interface.
 - iii. **Connectors and Cabling.** Including transmission combiners, receiver multi-couplers, network routers and switches and all necessary cabling and connectors required for operation.
 - iv. **Software and Configuration.** Including all software/firmware, configuration files, and licenses related to the devices, systems and interfaces in A.20.b.i-iii.
- c. **RF Site, Master Site, and Category Exclusions.** This category is intended to provide the State with a method to purchase all network RF and control-related P25 Compliant equipment and software to install a complete RF site, master site or any single piece of equipment required to operate one. This is not intended to be a method to purchase any civil equipment such as towers, shelters, generators, UPS or any other civil site equipment.

A.21. **Radio Test Equipment**

- a. **General Requirements.** Test equipment include all ancillary test equipment designed to insure that communications technicians and support personnel have the necessary equipment to support, maintain, and regulate the state's communications system.
- b. **Category Inclusions.** Test equipment includes, but is not limited to, test equipment designed for a specific radio product, volt meters, amp meters, ohm meters, multi-function meters, RF signal generators, audio signal generators, telephone-line test equipment, RF power meters, RF dummy loads, oscilloscopes, spectrum analyzers, frequency counters, soldering stations, solder, and integrated circuit removal tools.

A.22. Information Security Compliance

- A.22.a Contractor warrants to the State that it is familiar with the requirements of the State of Tennessee Enterprise Information Security Policies, and has measures in place that ensure that all data records are transported, stored and accessed in a secure manner. All data is



property of the State of Tennessee. The system or Contractor must meet or exceed the State of Tennessee's information security requirements for access control, authentication, storage, data destruction, system maintenance and patching and must be compliant with best practices for secure application development as defined in ISO/IEC27000 series. The State of Tennessee Information Security policies, as may be updated from time to time, can be found at the following link:

<http://www.tn.gov/finance/oir/security/docs/PUBLIC-Enterprise-Information-Security-Policies-v1-6.pdf>

A.22.b. Contractor warrants that it will cooperate with the State agencies in the course of performance of the contract so that both parties will be in compliance with State Enterprise Information Security Policies requirements and any other state and federal computer security regulations including cooperation and coordination with State of Tennessee computer security officials and other compliance officers required by its regulations. Contractor shall bear the expense of and require any staff that has access to systems or data that the State of Tennessee designates as sensitive or protected to undergo background checks that are inclusive of both criminal and financial history and shall provide proof of satisfactory results.

A.22.c Contractor agrees to abide by the following:

- i. Contractor will not attach any non-State of Tennessee owned computers to any State of Tennessee network without previous State of Tennessee provided, written certificate of compliance with minimum State of Tennessee security policy, please refer to: <http://www.tn.gov/finance/oir/security/secpolicy.html>;
- ii. All client and server computer security settings and software must be maintained to meet or exceed minimum State of Tennessee security standards;
- iii. Once established, no security provisions for firewalls, client and server computers will be modified without written State of Tennessee approval;
- iv. Current updated virus software and virus definition files that are enabled to perform real time scans will be maintained on all contractor-supplied hardware;
- v. Dialup modem use is specifically disallowed while attached to the State of Tennessee network;
- vi. Contractor will not install or utilize remote control or file sharing software unless explicitly approved by the State of Tennessee; and
- vii. Contractor will utilize best practice authentication methods to prevent access from unauthorized individuals and entities.

A.23. Provision of Hardware, Software, and Facilities

- a. Contractor staff must provide their own personal computing devices (desktop, laptop, etc.) and licenses for software installed on the device.
- b. Commensurate with the needs of a given task or project, the authorized user will provide Contractor staff with office and meeting space and connections to the Internet and/or State of Tennessee network. The procuring authorized user shall be the sole determinant with regard to facilities, supplies, and connections required for any given project.

A.24. Restrictions on Responding to Future Competitive Procurements

The State prohibits any Contractor from responding to any competitive solicitation that it has, through its employees, assisted in developing.



A.25. Solicitation of State of Tennessee Employees Prohibited

The Contractor shall not solicit State of Tennessee employees in State of Tennessee facilities or during State of Tennessee work hours for the purpose of employment. For the purposes of this paragraph, "State of Tennessee work hours" are defined as 8:00 a.m. to 5:00 p.m., CST, Monday through Friday, including flextime and overtime, but excluding State of Tennessee holidays.

A.26. Periodic Meetings

The State reserves the right, at the State's option, to request periodic meetings with Contractor management staff to discuss topics including, but not limited to, the following: general contract review, management, and coordination; State of Tennessee technical infrastructure and standards; and order clarifications. At the State's sole discretion, these meetings shall occur at a State location or via conference call and shall be at no additional cost to the State or the State agencies.

A.27. Required Certifications

For special equipment maintenance, repair, or installation that requires manufacturer and/or product certifications, the Contractor must hold the required certification(s) for the duration of the contract period. At any time during the Contract, the State may request the Contractor to provide copies of the required certification(s). Loss of required certification(s) may result in the Contractor's disqualification for providing special equipment maintenance, repair, or installation or the cancellation of this Contract.

A.28. Price Audits

The State may conduct occasional audits of pricing to ensure invoiced amounts have been charged in accordance to the contractual pricing structure. The Contractor will provide the necessary data that the State requests for the audit within forty five (45) calendar days, which may include items such as proof of list prices at the time of each order and clear calculation of each order's list price, discount, cost, and fee.

A.29. Non-Performance

"Performance Deficiency" is defined as non-conformance with the terms and conditions of this Contract. If there are two (2) or more instances of the same Performance Deficiency relative to the requirements of this Contract, or upon written request by the State for Performance Deficiency, the Contractor shall submit upon receipt of notice from the State, within ten (10) business days of the second occurrence of Performance Deficiency, a Corrective Action Plan ("CAP") addressing the Performance Deficiency. The nature of the corrective action(s) will depend upon the nature, severity and duration of the deficiency, and repeated nature of the non-compliance. Note: severity shall be determined by the State, in its sole discretion.

At a minimum, the CAP must address the causes of the Performance Deficiency, the impacts, and the measures being taken and/or recommended to remedy the Performance Deficiency, and indicate whether the solution is permanent or temporary. It must also include a schedule showing when the Performance Deficiency will be remedied, and for when the permanent solution will be implemented, if appropriate. The CAP must be submitted under the signature of the Contractor's executive (or his/her successor) who is the signatory on this Contract, and must be approved by the Chief Procurement Officer or his or her designee. If one or more recommendations in the CAP are not acceptable, the Central Procurement Office may provide suggestions and direction to bring the Contractor into compliance.

A.30. Reporting



Usage Report

Upon request, or at a minimum quarterly, the Contractor shall furnish a usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the State and shall disclose, at a minimum, the following for State and non-State governmental entities and all others authorized to use this Contract:

- Purchase Order (PO) Number
- PO Date
- Customer Name/Authorized user (State Agency/Municipality/Other)
- Customer number
- Billing Address & Shipping Address
- Product Type (License, Maintenance, Education, etc.)
- Total Price per PO
- For Radio Equipment, Parts, or Accessories
 - Manufacturer item number
 - Manufacturer name
 - Product number
 - Product description
 - Product category
 - Product options or enhancements, including part numbers and descriptions
 - Warranty expiration date
 - Invoice number
 - Invoice date
 - List price
 - State unit price (as stated on invoice)
 - Quantity
 - Shipping Cost, if applicable
- For Services
 - Type of service provided, including, but not limited to Maintenance, Repairs, and Installation
 - City where service is provided
 - Transportation cost, if applicable
 - Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - Applicable Payment Rate (as stipulated by Section C.3.) of each service invoiced
 - Total Amount for the service

Reporting formats must be submitted to the State for approval within 10 business days after the execution of the contract resulting from this RFQ. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the Contract.

Warranty Expiration Report

The Contractor must provide a quarterly report showing all warranties that expire within 90 days, along with the Customer Name, Number, Expiration Date, and whether the customer has renewed the warranty. The format of the Warranty Expiration Report shall be approved by the State.

Ad Hoc Reports

The State may on occasion request ad hoc reports from the Contractor regarding orders and services. These reports must be made available free of charge and provided within 5 business days of the request.



A.31. Account Management

A.31.a. The Contractor shall assign, at its own expense, the following key personnel staff to service the authorized user's needs under this Contract:

- i. Account Manager: The Account Manager will be responsible for the proper operation and administration of the Contract. The Account Manager is also responsible for maintaining a copy of the Contract, for submitting reports as required, and otherwise remaining in compliance with the Contract. The Account Manager will attend meetings on-site or at another location designated by the State.
- ii. Customer Service Representative(s). There must be at least one dedicated customer service representative to service this contract. The term "dedicated" means that the Contractor shall assign a specific individual or individuals that are familiar with the terms and conditions for this agreement to respond to State. Such dedicated customer service representatives may service other clients of the Contractor.

A.31.b. Staffing Changes. If the Account Manager or the customer service representative(s) leave the employment of the Contractor, or ceases to perform that role relative to the Contract, the Contractor must offer a replacement to the State within ten (10) business days. It is the Contractor's responsibility to ensure continuity of these roles. If any individual in these two positions leave, email and phone calls should be forwarded to someone knowledgeable about the contract until a replacement is appointed.

A.31.c. Replacements. The State may require the Contractor to replace the Account Manager or a dedicated customer service representative if the state determines that the individual does not promote effective functioning of the contract.

A.31.d. The Contractor shall have adequate staff to answer inquiries from customers:

- i. Turnaround time for information request acknowledgement: By 5:00 p.m. CST of the next business day after receipt of a valid order
- ii. Turnaround time for information request fulfillment or inquiry: five (5) business days. If the information will take longer than five (5) business day to compile, communication regarding the nature of the delay, along with a reasonable revised turnaround time request, must be sent within the five (5) business days window. The inquiring entity will approve the revised turnaround time or begin issue escalation procedures.

A.32. Radio Equipment Delivery

- i. Delivery Format: The quote must clearly indicate the method and speed of delivery.
- ii. Delivery Location: The Contractor must deliver or drop ship Radio Equipment to any location requested by the State
- iii. Incorrect Product Deliveries / Defective Products: If the Radio Equipment is defective, or if the incorrect product was delivered, the Contractor must accept returns. The Contractor is responsible for return shipping and packaging costs and for restocking charges if applicable. Any defective or incorrectly delivered equipment will be replaced by overnight delivery at the Contractor's expense if requested by the State.

A.33. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30)



days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. CONTRACT PERIOD:

- B.1. This contract shall be effective for the period beginning March 15, 2015, and ending on March 14, 2020. The Contractor hereby acknowledges and affirms that the State shall have no obligation for goods or services rendered by the Contractor which were not delivered or performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be ONE MILLION DOLLARS (\$1,000,000.00) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The liability of the State under this contract is firm for the duration of the contract and is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State.
- a. Upon completion of the work, for which the Contractor's Project Quote was selected.
 - b. The rates and discounts in Attachment 4 are firm for the duration of this contract unless amended in accordance with contract Section D.2.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above. Contractor shall submit invoices and necessary supporting documentation no more often than once a month and no later than thirty (30) days after goods or services have been provided. Contractor shall submit invoices and necessary supporting documentation to the billing address provided by the procuring State agency:

State Agency Billing Address

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Procuring State Agency & Division Name, if applicable
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)



- (9) Contractor Remittance Address
- (10) Description of Delivered Equipment, Software, and Services
- (11) Complete Itemization of Charges, which shall detail the following as applicable:

- i. PO Number
- ii. PO Date
- iii. Manufacturer item number
- iv. State-Assigned line item number
- v. Manufacturer name
- vi. Product Description
- vii. Product/Model Number
- viii. Product Type (License, Maintenance, Education, etc.)
- ix. Catalogue Name and Effective Dates for Items Purchased, as applicable
- x. Invoiced amounts by category (Cost of Equipment, Software, Support, Training, etc. and Total Invoice)
- xi. Reporting period by State fiscal year - annual/quarter
- xii. Maintenance Expiration Date (if applicable)
- xiii. Invoice number
- xiv. Invoice Date
- xv. List Price
- xvi. State unit price (as stated on invoice)
- xvii. Quantity
- xviii. Service or Milestone Description (including name & title as applicable) of each service invoiced
- xix. Number of Completed Units, Increments, Hours, Days, or Dates of Service, as applicable, of each service invoiced
- xx. Applicable Payment Rate (as stipulated by Section C.3.) of each service invoiced
- xxi. Amount Due by Service
- xxii. Total Price per PO

b. The Contractor understands and agrees that an invoice under this contract shall:

- (1) include only charges for service described in contract Section A and in accordance with payment terms and conditions set forth in contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable goods or services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.



- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

C.10. F.O.B. Destination (Statewide Contract).

- a. All state agencies, local government agencies and authorized non-profit enterprises located within the State of Tennessee; or
- b. All State of Tennessee agencies, local government agencies and authorized non-profit enterprises located within the State of Tennessee and Tennessee Military Department facilities located in Georgia (Tunnel Hill, Catoosa) and Kentucky (Fort Campbell).

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the contract and withhold payments in excess of fair compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this contract by the Contractor.



D.5. Subcontracting. The Contractor shall not assign this contract or enter into a subcontract for any of the goods or services provided under this contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Pro Forma Attachment 1, hereto, semi-annually during the period of this Contract. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.



- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, et seq.
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.



- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this contract are declared severable.
- D.21. Headings. Section headings of this contract are for reference purposes only and shall not be construed as part of this Contract.
- D. 22. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

E. SPECIAL TERMS AND CONDITIONS:



E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Richard Kotler
Central Procurement Office
Department of General Services
WRS Tennessee Tower
312 Rosa L. Parks Ave. , Nashville, TN 37243
615-253-4723
Richard.Kotler@tn.gov

The Contractor:

Jeff Miller, Senior Account Manager
Motorola Solutions, Inc.
341 Cool Springs Blvd, Suite 300
Franklin, TN 37067
jeff.miller@motorolasolutions.com
Telephone # (615) 504-2727
FAX # (615) 778-9730

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the contract upon written notice to the Contractor. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired



member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

- E.5. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.6. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; 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;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.7. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance. The Contractor shall maintain, at minimum, the following insurance coverage:
- (1) Workers' Compensation/Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and



Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

- E.8. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.9. E-Procurement Supplemental Category Management Functionality - Overview & Commitment.

The Tennessee Central Procurement Office (CPO) currently contracts with a third-party software solution that provides catalog management functionality. This software solution targets two audiences – other governmental bodies and state employees. This software improves the visibility and, ultimately, the adoption of State-wide contracts by other governmental bodies (cities, towns, counties, school corporations). The State encourages the Contractor to participate in this software solution.

- E.10. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof accepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.11. Incorporation of Additional Documents. Each of the following documents is included as a part of this contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
- a. this contract document with any attachments or exhibits
 - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;



- c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
 - d. any technical specifications provided to Respondents during the procurement process to award this Contract;
 - e. the Contractor's proposal seeking this Contract.
- E.12. Prohibited Advertising. The Contractor shall not refer to this contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's goods or services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this contract in perpetuity.
- E.13. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to the greater of two (2) times the Estimated Liability as set forth in Section C.1 of this Contract or two (2) times the total cumulative amount paid by the State under this Contract, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.
- E.14. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.15. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this contract or otherwise enforce the obligations of the Contractor to the State.
- In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.
- E.16. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services



for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys' fees, caused by attempts to enforce such provisions.

- E.17. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.18. Federal Funding Accountability and Transparency Act (FFATA). This contract requires the Contractor to provide goods or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
- i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- Executive means officers, managing partners, or any other employees in management positions.
- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect



- to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this contract is awarded.
- c. If this contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this contract becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this contract for which the State may terminate this contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.19. Transfer of Contractor's Obligations

- a. The Contractor shall immediately notify the State in writing of a proposed merger, acquisition or sale of its business operation, or the part of its business operation that provides goods or services under this Contract, or that this contract will be sold to or assumed by another entity. The entity that is proposed to assume the Contractor's duties under this Contract, whether through merger, acquisition, sale or other transaction, will be hereinafter described as the New Entity.
- b. The Contractor (or, if the Contractor no longer exists as a legal entity, the New Entity) will provide to the State within a reasonable time, information that the State may require about the merger, acquisition or sale, which may include:
 - i. the date and terms of the merger, acquisition or sale, including specifically, but not limited to, adequate documentation of the financial solvency and adequate capitalization of the proposed New Entity
 - ii. evidence of financial solvency and adequate capitalization of the proposed New Entity which may consist of,
 - (1) Debt;
 - (2) Assets;
 - (3) Liabilities;
 - (4) Cash flow
 - (5) Percentage of the total revenues of the company that are represented by this Contract;



- (6) The most recent annual financial reports;
 - (7) The most recent annual financial reports filed with government agencies, if applicable.
- iii. a complete description of the relationship of any New Entity to any parent company or subsidiary or division resulting from the merger, acquisition or sale of the original Contractor's business or the part of the original Contractor's business that provides goods or services under this contract or from assumption by, or sale to, another entity of the contract itself, including:
- (1) the names and positions of corporate or company officers, project managers, other Contractor management staff with responsibilities under the Contract, and numbers and the type of technical or other personnel who will be responsible for fulfilling the obligations of the Contract, and any subcontracts that will be used to provide any personal or other services under the contract by the New Entity and,
 - (2) an organizational chart clearly describing the organizational structure of the New Entity, parent company, subsidiary, division or other unit of the entity or parent company with which it has merged or by which it, or the Contract, has been acquired.
- iv. such additional evidence of financial solvency, adequate capitalization and information regarding corporate organizational and personnel assigned to the contract as the State determines is necessary to evaluate the status of the proposed or consummated merger, acquisition or sale.
- c. The original Contractor shall immediately notify the State in writing in the event of a change in its legal name and/or Federal Employer Identification Number (FEIN). The Contractor shall comply with State requests for copies of any documents that have been filed with state corporate records officials or other officials in the state of its incorporation that verify the name change and a narrative description of the reasons for the name change. If a New Entity has succeeded to the interest of the original Contractor, it shall immediately provide the State written notification of its Federal Employer Identification Number (FEIN), its complete corporate name, State of incorporation, and other documentation required to effectuate the transfer.
- d. Notwithstanding any other provisions of this contract to the contrary, the State may immediately terminate this contract in whole or in stages in the event that it determines that the New Entity
- i. has been debarred from State or Federal contracting in the past five years
 - ii. has had a contract terminated for cause by the State of Tennessee within the past five years.
- The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor or New Entity for compensation for any service which has not been rendered. Upon such termination, the Contractor or New Entity shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- e. The New Entity shall provide to the State within ten (10) business days of the State's request, a notarized statement signed by an individual authorized to bind the New Entity certifying that all liabilities and obligations incurred by the former Contractor are assumed by



the New Entity.

- f. If the New Entity owes money to the State of Tennessee, it acknowledges that Tennessee Code Annotated Section 9-4-604 requires repayment of these funds and will enter into a legally binding agreement for repayment.

E.20. Service Level Agreement. Refer to the following attachments:

- a. Attachment 1: Attestations
- b. Attachment 2: Sample Letter of Diversity Commitment
- c. Attachment 3: Pricing
- d. Attachment 4: Software License
- e. Attachment 5: Warranty Expiration Report
- f. Attachment 6: Subcontractor and Diversity Report
- g. Attachment 7: Usage Report
- h. Attachment 8: Key Performance Indicators

E.21. Purchases by Local Government and Authorized Non-Profit Agencies (SWC).

- a. Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies
- b. The purpose of this RFQ is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Director of Purchasing, requesting exemption to this allowance.
- c. Purchases by local governmental units, private Institutions of higher education, and authorized corporations are encouraged but are optional with those agencies.

IN WITNESS WHERE OF.

MOTOROLA SOLUTIONS, INC.:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

CENTRAL PROCUREMENT OFFICE, DEPARTMENT OF GENERAL SERVICES, STATE OF TENNESSEE

MICHAEL F. PERRY
CHIEF PROCUREMENT OFFICER



ATTACHMENT 4 SOFTWARE LICENSE

The State of Tennessee will purchase products which are embedded with software, and such software is subject to the following license terms and conditions:

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and the State of Tennessee ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this Agreement is attached. This Agreement is incorporated by reference into the Primary Agreement. In the event of any conflict between the terms and conditions of this Agreement and the Primary Agreement, the terms and conditions of the Primary Agreement shall prevail.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the



Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.



4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.



Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.



8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).



Section 9 CONFIDENTIALITY

To the extent allowed by Tennessee law, and specifically subject to the requirements of Tenn. Code Ann. §10-7-101, et. seq., Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply. 

Section 10 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 11 NOTICES

Notices are described in the Primary Agreement.

Section 12 GENERAL

12.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

12.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

12.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

12.4 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Agreement. Motorola acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

12.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

12.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10 and 12 survive the termination of this Agreement.

12.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

12.8 **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.