

**CONTRACT  
BETWEENTHETATEOFTENNESSEE,  
DEPARTMENT OF GENERAL SERVICES AND  
E. F. JOHNSON COMPANY**

This Contract, by and between the State of Tennessee, Department of General Services Central Procurement Office, hereinafter referred to as the "State" and E. F. Johnson Company, 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: Location  
Contractor Edison Registration ID #0000184169

**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:

- P25 Compliant Base Station (Specifications detailed in A.7 and A.9)
- P25 Compliant Repeater (Specifications detailed in A.7 and A.11)
- P25 Compliant Mobile (Specifications detailed in A.7 and A.13)
- P25 Compliant Portable (Specifications detailed in A.7 and A.15)
- P25 Compliant Dispatch Console (Specifications detailed in A.7 and A.18)
- P25 Compliant Infrastructure (Specifications detailed in A.7 and A.20)

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 transmit, 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 transmit, 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. CONTRACTPERIOD:**

- 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:

Tommy Simmons, Territory Sales Manager  
E. F. Johnson Company  
1440 Corporate Drive  
Irving, TX 75038  
TSimmons@efji.com  
Telephone # (317) 448-3810  
FAX # (972) 819-0639

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 offence 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 excepted. 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/execomp.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.
- a. Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies.

IN WITNESS WHEREOF,

E.F. JOHNSON COMPANY:

*Jana Bell* *3/6/2015*  
\_\_\_\_\_  
CONTRACTOR SIGNATURE DATE

*Jana Bell, CEO*  
\_\_\_\_\_  
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

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

*Michael F. Perry / MFP* *3/6/15*  
\_\_\_\_\_  
MICHAEL F. PERRY DATE  
CHIEF PROCUREMENT OFFICER

**ATTACHMENT 1**

*(Fill out only by Contractor)*

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER</b> (or Social Security number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that 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.

---

**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind Contractor.

---

**PRINTED NAME AND TITLE OF SIGNATORY**

---

**DATE OF ATTESTATION**

**ATTACHMENT 2**

***(Fill out only by Contractor)***

SAMPLE LETTER OF DIVERSITY COMMITMENT

**(Company Letterhead/Logo)**

**(Address)**

**(Date)**

**(Salutation),**

**(Company Name)** is committed to achieving or surpassing a goal of **(numeral)** percent spend with certified diversity business enterprise firms on State of Tennessee contract # **(Edison document #)**. Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of **(percentage)** participation on the **(Contract)** by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:  
\_\_\_\_\_
- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):  
\_\_\_\_\_ %.
- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:  
\_\_\_\_\_  
\_\_\_\_\_

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, Tennessee service-disabled veterans and small business.
2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, Tennessee service-disabled veterans and small business accomplished under contract # **(Edison number)**.

**(Company Name)** is committed to working with the Go-DBE office to accomplish this goal.

Regards,

**(Company authority – signature and title)**

**ATTACHMENT 3**  
**PRICING TABLE**

EDISON CONTRACT NUMBER: \_\_\_\_\_

Responsible Vendor Legal Entity Name: **EF JOHNSON COMPANY**  
 Pricing for Manufacturer: **EF Johnson**

Pricing Structure	Contract Element	1. Analog Base Stations	2. P25 Compliant Base Stations	3. Analog Repeaters	4. P25 Compliant Repeaters	5. Analog Mobile	6. P25 Compliant Mobile	7. Analog Portable	8. P25 Compliant Portable	9. P25 Compliant Vehicular Repeaters	10. Analog Vehicular Repeaters	11. Dispatch Consoles	12. Microwaves	13. P25 Compliant Infrastructure	14. Radio Test Equipment
Minimum Discount Off Manufacturer List Price (%)	Minimum discount for radios/equipment		20%		20%		20%		20%			20%			20%
	Minimum discount for parts		20%		20%		20%		20%			20%			20%
	Minimum discount for accessories		20%		20%		20%		20%			20%			20%
Maximum Percentage (%) of Radio Equipment Model's Manufacturer List Price	Standard manufacturer's warranty (must be included in cost of each radio)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	One-year depot warranty		2%		2%		1%		2%			1%			8%
	One-year on-site repair warranty	N/A		N/A		N/A		N/A				N/A		N/A	
	Two-year depot warranty		4%		4%		3%		5%			2%			18%
	Two-year on-site repair warranty	N/A		N/A		N/A		N/A				N/A		N/A	
	Three-year depot warranty		5%		5%		4%		7%			3%			26%
All-Inclusive Hourly Rate (\$ per Hour)	Three-year on-site repair warranty	N/A		N/A		N/A		N/A				N/A		N/A	
	User training at State premises (any location in Tennessee)		\$ 653.30		N/A		\$ 653.30		\$ 653.30			\$ 653.30		N/A	
	User training at Respondent's location		\$ 528.28		N/A		\$ 359.45		\$ 359.45			\$ 359.45		N/A	
	Online user training (hourly rate per State participant)		N/A		N/A		N/A		N/A			N/A		N/A	
	Emergency maintenance or repair work performed on State premises (any location in Tennessee)		N/A		N/A		N/A		N/A			N/A		N/A	
	Emergency maintenance or repair work performed at Respondent's location		N/A		N/A		N/A		N/A			N/A		N/A	
	Non-emergency maintenance or repair work performed on State premises (any location in Tennessee)		N/A		N/A		N/A		N/A			N/A		N/A	
	Non-emergency maintenance or repair work performed at Respondent's location		N/A		N/A		N/A		N/A			N/A		N/A	
Assembly/Installation work performed on State premises (any location in Tennessee)		N/A		N/A		N/A		N/A			\$ 444.00		N/A		
Assembly/Installation work performed at Respondent's location		\$ 275.00		N/A		N/A		\$ 175.00			N/A		N/A		



**ATTACHMENT 4  
SOFTWARE LICENSE**

**WARNING: If you elect to use the Equipment, you agree to be bound by this Software License Agreement.**

- 1) **Limited License.** If Licensee elects to use the Products, Licensee agrees to be bound by the terms and conditions set forth in this Software License Agreement. For any software provided with, or contained or embedded in, the System and Subscriber Equipment manufactured by E.F. Johnson Company (the "Equipment") and sold the user of such Equipment that this Software License Agreement accompanied (the "Licensee") pursuant to an agreement between E.F. Johnson Company ("EFJohnson") and Licensee regarding the purchase of the Equipment by the Licensee (the "Contract") and any additional EFJohnson manufactured equipment which Licensee may purchase from EFJohnson from time to time hereinafter for use with the Equipment (collectively, the "Software"), EFJohnson hereby grants to Licensee a personal, non-exclusive, non-transferable, non-assignable (by operation of law or otherwise), terminable license to use the Software on the terms and subject to the conditions contained herein with the exception of software developed by a manufacturer other than EFJohnson ("third-party software manufacturer") pursuant to a third-party license agreement. Such third-party software manufacturer may be a beneficiary of this Software License Agreement if required under such third-party license agreement. Licensee shall not have the right to sublicense, rent, lease, copy, modify, reverse engineer, disassemble, decompile or otherwise transfer the Software, except as provided herein. The license granted herein authorizes Licensee to use the Software for its own internal purposes and only in connection with the use of the Equipment. Licensee agrees not to use the Software for any other purpose or install the Software on any replacement or additional computer or equipment. EFJohnson prohibits (a) the use of the programs for rental, timesharing, subscription service, hosting or outsourcing; (b) the removal or modification of any program markings or any notice of proprietary rights; (c) the Licensee from making the programs available in any manner to any third party for use in any third party's business operations. Licensee shall not exercise any rights with respect to the Software that are not expressly granted herein. This Software License Agreement is incorporated by reference

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- 4) **Warranty of Title.** EFJohnson warrants that it has good title to the Software or the right to license the same hereunder and that, to the best of EFJohnson's knowledge, the Software does not infringe upon any valid U.S. patent issued prior to the date of the Contract.
- 5) **Limited Operational Warranty.** EFJohnson warrants the Software in accordance with its warranty obligations in the Contract.
- 6) **Term and Termination.** This license shall become effective as of the date of the initial shipment of the Equipment and shall remain effective thereafter so long as Licensee owns and operates the Equipment in accordance with the terms of this Software License Agreement; provided that, this license and all Licensee's rights under this license shall be deemed to automatically terminate upon the cancellation, breach or termination of the Contract. Immediately upon such termination, Licensee shall cease use of the Software and either return to EFJohnson or destroy the original and all copies of the Software and, if requested by EFJohnson, certify in writing that the Software has been so destroyed.
- 7) **Export.** Licensee will fully comply with all relevant export laws and regulations of the United States and other applicable export and

import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

- 8) **Audit.** Licensee grants E.F. Johnson the right to audit the use of the programs, and may require the Licensee to provide reasonable assistance and access to information in the course of such audit and allows E.F. Johnson to report the audit results to third-party software manufacturers of the Software if applicable.

**ATTACHMENT 5  
WARRANTY EXPIRATION REPORT**

<b>State of Tennessee Radio Equipment, Maintenance, Repairs, Parts, Accessories and Test Equipment</b>
<b>Warranty Expiration Report</b>
<b>Vendor Name:</b>
<b>Edison Contract Number:</b>
<b>Quarter and Year:</b>

<b>Model #</b>	<b>Serial Number</b>	<b>Sold to (Agency Name)</b>	<b>Initial Warranty Effective Date</b>	<b>Initial Warranty Expiration Date</b>	<b>Extended Warranty Purchase Pending (Y/N)</b>

NOTES: Vendor is only required to submit major items being purchased in each Category. If there is no serial number associated with the Product please enter N/A. In the event that the extended warranty is only sold when the initial Product purchase is made, please enter N/A in the Extended Warranty Purchase Pending (Y/N) column.

**ATTACHMENT 6  
SUBCONTRACTOR AND DIVERSITY REPORT**

<b>State of Tennessee Radio Equipment, Maintenance, Repairs, Parts, Accessories and Test Equipment</b>
<b>Subcontractor and Diversity Report</b>
<b>Vendor Name:</b>
<b>Edison Contract Number:</b>
<b>Quarter and Year:</b>

<b>Name of Subcontractor or Diversity Company</b>	<b>Address of Company</b>	<b>Classification (Subcontractor, Diversity or both)</b>	<b>Spend in Quarter with State Agencies (\$)</b>
<b>TOTAL SPEND IN PERIOD</b>			<b>\$ -</b>

NOTE: Vendor is only to report those expenditures that are made to subcontractors and or Diversity companies that are the result of an activity that is a direct expense, to the Vendor, as a result of the State's issuance of a purchase order. Example: subcontractor in Tennessee that is given, by the Vendor, an action to install or repair an item purchased by the State.



**ATTACHMENT 8 KEY PERFORMANCE INDICATORS (KPI'S)**

<b>Vendor Name:</b>
<b>Edison Contract Number:</b>

Performance Metric	Respondent Goal	Target	Frequency of Reporting Submission
Invoice Accuracy	Required Detail Provided	100%	Monthly
Fulfillment Completeness	Minimize orders open more than 30 days	Less than 2% of orders	Quarterly
RMA Authorization	Return of failed product	Issued within 24 hours	Quarterly
Warranty Replacement (Basic and Extended)	Replacement of Dead on Arrival (DOA) items	72 hours	Quarterly
Repair/Replacement in Warranty	Replacement	7 Business days	Quarterly
	Repair	21 Business days	Quarterly
Advanced Exchange Programs	Avoidance of Stocking/Downtime	Percentage Shipped within 2 business days after RMA Authorization	Quarterly
Equipment Delivery	Order Processing	90% shipped within 48 hours	Quarterly
Reporting Accuracy and Timeliness <sup>1</sup>	Usage/Sales Report	100% on time and accurate	Quarterly
	Subcontractor/Diversity Report	100% on time and accurate	Quarterly
	Warranty Expiration Report	100% on time and accurate	Quarterly
Technical Support/Help Desk	Turnaround time for information requests - Acknowledgement	Next Business Day	Quarterly
	Turnaround time for information request - fulfillment or inquiry	5 business days	Quarterly

1. Report templates are provided by the State and are to be completed in the exact form manner as indicated in the report.

Note: Reporting will coincide with the State’s Fiscal Year—starting July 1 and ending on June 30 of every year. The first quarter report will cover July 1 - September 30, the second quarter will cover October 1 - December 31, the third quarter will cover January 1 - March 31 and the fourth quarter will cover April 1 - June 30. In the event that this contract begins in the middle of a fiscal quarter, the first quarterly report will begin on the contract start date and end on the quarter’s regular scheduled end date, e.g., a contract start date of February 15 would result in a first quarter report from February 15 through March 31.