

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

May 15, 2008

**CHANGE NOTICE NO. 5**  
**TO**  
**CONTRACT NO. 071B3001102**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE Dan Dundas <b>Ph (248) 273-3361</b> <b>Fax (248) 273-3322</b>
<b>M/A-COM Private Radio Systems, Inc.</b> <b>900 Wilshire Drive, Suite 150</b> <b>Troy, MI 48917</b>  <b>dundasda@tycoelectronics.com</b>		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-3215 <b>Steve Motz, Buyer</b>
Contract Compliance Inspector: Steve Motz <b>2 Way Radios - Statewide</b>		
CONTRACT PERIOD: From: <b>December 1, 2002</b> To: <b>October 1, 2008</b>		
TERMS <b>NET 30</b>	SHIPMENT <b>30 DAYS ARO</b>	
F.O.B. <b>DESTINATION</b>	SHIPPED FROM <b>Lynchburg, VA</b>	
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

Effective immediately this contract is hereby **EXTENDED** to October 1, 2008. All other terms, conditions, specifications, and pricing remain the same.

**Overview of Extension**

<input checked="" type="checkbox"/>	Extension	(5/2/08 – 10/1/08)
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**AUTHORITY/REASON:**

Per DMB Purchasing Operations.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,029,364.00**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

November 27, 2007

**CHANGE NOTICE NO. 4**  
**TO**  
**CONTRACT NO. 071B3001102**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>M/A-COM Private Radio Systems, Inc.</b> <b>900 Wilshire Drive, Suite 150</b> <b>Troy, MI 48917</b>  dundasda@tycoelectronics.com	TELEPHONE Dan Dundas <b>Ph (248) 273-3361</b> <b>Fax (248) 273-3322</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 <b>Steve Motz, Buyer</b>
Contract Compliance Inspector: Steve Motz <b>2 Way Radios - Statewide</b>	
CONTRACT PERIOD: From: <b>December 1, 2002</b> To: <b>May 1, 2008</b>	
TERMS <b>NET 30</b>	SHIPMENT <b>30 DAYS ARO</b>
F.O.B. <b>DESTINATION</b>	SHIPPED FROM <b>Lynchburg, VA</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

Effective immediately this contract is hereby **EXTENDED** to May 1, 2008. All other terms, conditions, specifications, and pricing remain the same.

**Overview of Extension**

<input checked="" type="checkbox"/>	Extension	(12/1/07 – 5/1/08)
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In addition the Buyer for this Contract has been changed to Steve Motz.

**AUTHORITY/REASON:**

Per DMB Purchasing Operations.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,029,364.00**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

November 21, 2006

**CHANGE NOTICE NO. 3**  
**TO**  
**CONTRACT NO. 071B3001102**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <p style="text-align: center;"><b>M/A-COM Private Radio Systems, Inc.</b>  <b>900 Wilshire Drive, Suite 150</b>  <b>Troy, MI 48917</b></p> <p style="text-align: right;">dundasda@tycoelectronics.com</p>	TELEPHONE Dan Dundas <b>Ph (248) 273-3361</b> <b>Fax (248) 273-3322</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2005 <b>Lisa Morrison, Buyer</b>
Contract Compliance Inspector: Laura Gyorkos <p style="text-align: center;"><b>2 Way Radios - Statewide</b></p>	
CONTRACT PERIOD: From: <b>December 1, 2002</b> To: <b>December 1, 2007</b>	
TERMS <p style="text-align: center;"><b>NET 30</b></p>	SHIPMENT <p style="text-align: center;"><b>30 DAYS ARO</b></p>
F.O.B. <p style="text-align: center;"><b>DESTINATION</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Lynchburg, VA</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

**Effective immediately this Contract is hereby EXTENDED for one year. The new Contract ending date is December 1, 2007. All other terms, conditions, specifications and pricing remain unchanged. Please note the Buyer has been changed to Lisa Morrison.**

**AUTHORITY/REASON:**

**Per vendor letter (Dan Dundas) dated 10/27/06.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,029,364.00**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

November 29, 2005

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B3001102**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>M/A-COM Private Radio Systems, Inc.</b> <b>900 Wilshire Drive, Suite 150</b> <b>Troy, MI 48917</b>  dundasda@tycoelectronics.com	TELEPHONE Dan Dundas <b>Ph (248) 273-3361</b> <b>Fax (248) 273-3322</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1455 <b>Laura Gyorkos, Buyer</b>
Contract Compliance Inspector: Laura Gyorkos <b>2 Way Radios - Statewide</b>	
CONTRACT PERIOD: From: <b>December 1, 2002</b> To: <b>December 1, 2006</b>	
TERMS <b>NET 30</b>	SHIPMENT <b>30 DAYS ARO</b>
F.O.B. <b>DESTINATION</b>	SHIPPED FROM <b>Lynchburg, VA</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

**Effective immediately this Contract is hereby EXTENDED for one year. The new Contract ending date is December 1, 2006. All other terms, conditions, specifications and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per vendor letter (Dan Dundas) dated 11/28/05.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,029,364.00**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

January 13, 2003

**CHANGE NOTICE No. 1**  
**TO**  
**CONTRACT NO. 071B3001102**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>M/A-COM Private Radio Systems, Inc.</b> <b>900 Wilshire Drive, Suite 150</b> <b>Troy, MI 48917</b>  <b>dundasda@tycoelectronics.com</b>	TELEPHONE Dan Dundas <b>Ph (248) 273-3361</b> <b>Fax (248) 273-3322</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-1455 <b>Laura Gyorkos, Buyer</b>
Contract Administrator: Laura Gyorkos <b>2 Way Radios - Statewide</b>	
CONTRACT PERIOD: From: <b>December 1, 2002</b> To: <b>December 1, 2005</b>	
TERMS <b>NET 30</b>	SHIPMENT <b>30 DAYS ARO</b>
F.O.B. <b>DESTINATION</b>	SHIPPED FROM <b>Lynchburg, VA</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

**Please see attached revised item listing for discontinued and replacement models. Changes are in bold. All other terms, conditions, pricing, and specifications remain the same.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,029,364.00**

**“QUICK REFERENCE ITEMS”**  
**Page 6 of 12**

Item	Unit	Description	Net Unit Price with Options
16.	EA	Category C Mobiles 136-174  Brand: MA/COM Model: <b>Panther 605 M</b> with the following options with 25% discount reflected in prices below:  <b>GM605HC4X (\$442.50) + GMMC7M (\$45.00)</b>	<b>\$487.50</b>
17.	EA	Category C Mobiles 136-174  Brand: MA/COM Model: Panther 400M with the following options with 25% discount reflected in prices below:  GM400HF7X (\$297.75) + GMMC7M (\$45.00)	<b>Discontinued</b>
18.	EA	Category C Mobiles 136-174  Brand: MA/COM Model: KMC 300 with the following options with 25% discount reflected in prices below:  KMHMCD (\$525.00)	<b>\$525.00 (No change)</b>
19.	EA	Category C Mobiles 136-174  Brand: MA/COM Model: KMC 100 with the following options with 25% discount reflected in prices below:  KMHMCA (\$446.25)	<b>Discontinued</b>

**“QUICK REFERENCE ITEMS”**

Page 7 of 12

Item	Unit	Description	Net Unit Price with Options
17.	EA	Category C Mobiles 403-470 Mhz  Brand: MA/COM Model: <b>Panther 605M</b> with the following options with 25% discount reflected in prices below:  <b>GM605SC4X (\$442.50) + GMMC7M (\$45.00)</b>	<b>\$487.50</b>
18.	EA	Category C Mobiles 403-470 Mhz  Brand: MA/COM Model: Panther 400M with the following options with 25% discount reflected in prices below:  GM400UF7X (\$326.25) + GMMC7M (\$45.00)	<b>Discontinued</b>
19.	EA	Category C Mobiles 403-470 Mhz  Brand: MA/COM Model: KMC 300 with the following options with 25% discount reflected in prices below:  KMXMCD (\$525.00)	\$525.00 <b>(No change)</b>
20.	EA	Category C Mobiles 403-470 Mhz  Brand: MA/COM Model: KMC 100 with the following options with 25% discount reflected in prices below:  KMXMCA (\$446.25)	<b>Discontinued</b>

**“QUICK REFERENCE ITEMS”**

Item	Unit	Description	Net Unit Price with Options
21.	EA	Category C Mobiles 450-512 Mhz  Brand: MA/COM Model: <b>Panther 605M</b> with the following options with 25% discount reflected in prices below:  <b>GM605UC4X (\$442.50) + GMMC7M (\$45.00)</b>	<b>\$487.50</b>
22.	EA	Category C Mobiles 450-512 Mhz  Brand: MA/COM Model: 400M with the following options with 25% discount reflected in prices below:  GM400SF7X (\$326.25) + GMMC7M (\$45.00)	<b>Discontinued</b>
23.	EA	Category C Mobiles 450-512 Mhz  Brand: MA/COM Model: KMC 300 with the following options with 25% discount reflected in prices below:  KMXMCD (\$525.00)	<b>\$525.00 (No change)</b>
24.	EA	Category C Mobiles 450-512 Mhz  Brand: MA/COM Model: KMC 100 with the following options with 25% discount reflected in prices below:  KMXMCA (\$446.25)	<b>Discontinued</b>

**“QUICK REFERENCE ITEMS”**

Item	Unit	Description	Net Unit Price with Options
29.	EA	Category D Handheld Portables 806-870 Mhz Conventional  Brand: MA/COM Model: MR-K with the following options with 25% discount reflected in prices below:  PK18CX (\$1,057.50) + PKNC1K (\$15.00)	<p align="center">\$1,072.50 <b>(No change)</b></p>
30.	EA	Category D Handheld Portables 136-174 Mhz  Brand: MA/COM Model: Panther 625P with the following options with 25% discount reflected in prices below:  GP625USX (\$453.75) + GPNC5V (\$22.50)	<p align="center"><b>Discontinued</b></p>
31.	EA	Category D Handheld Portables 136-174 Mhz  Brand: MA/COM Model: <b>Panther 605P</b> with the following options with 25% discount reflected in prices below:  <b>GP605HTX (\$390.00)</b> + GPNC5V (\$22.50)	<p align="center"><b>\$412.50</b></p>
32.	EA	Category D Handheld Portables 136-174 Mhz  Brand: MA/COM Model: <b>Panther 405P</b> with the following options with 25% discount reflected in prices below:  <b>GP405HTX (\$315.00)</b> + GPNC5V (\$22.50)	<p align="center"><b>\$337.50</b></p>

**“QUICK REFERENCE ITEMS”**

Item	Unit	Description	Net Unit Price with Options
33.	EA	Category D Handheld Portables 403-470 Mhz  Brand: MA/COM Model: Panther 625P with the following options with 25% discount reflected in prices below:  GP625USX (\$453.75) + GPNC5V (\$22.50)	<b>Discontinued</b>
34.	EA	Category D Handheld Portables 403-470 Mhz  Brand: MA/COM Model: <b>Panther 605P</b> with the following options with 25% discount reflected in prices below:  <b>GP605STX (\$390.00)</b> + GPNC5V (\$22.50)	<b>\$412.50</b>
35.	EA	Category D Handheld Portables 403-470 Mhz  Brand: MA/COM Model: <b>Panther 405P</b> with the following options with 25% discount reflected in prices below:  <b>GP405STX (\$315.00)</b> + GPNC5V (\$22.50)	<b>\$337.50</b>
36.	EA	Category D Handheld Portables 470-512 Mhz  Brand: MA/COM Model: Panther 625P with the following options with 25% discount reflected in prices below:  GP625USX (\$453.75) + GPNC5V (\$22.50)	<b>Discontinued</b>

**“QUICK REFERENCE ITEMS”**

Item	Unit	Description	Net Unit Price with Options
37.	EA	Category D Handheld Portables 470-512 Mhz  Brand: MA/COM Model: <b>Panther 605P</b> with the following options with 25% discount reflected in prices below:  <b>GP605UTX (\$390.00) + GPNC5V (\$22.50)</b>	<b>\$412.50</b>
38.	EA	Category D Handheld Portables 470-512 Mhz  Brand: MA/COM Model: <b>Panther 405P</b> with the following options with 25% discount reflected in prices below:  <b>GP405UTX (\$315.00) + GPNC5V (\$22.50)</b>	<b>\$337.50</b>
39.	EA	Category D Handheld Portables 806-870 Mhz EDACS Compatible  Brand: MA/COM Model: Jaguar 700P with the following options with 25% discount reflected in prices below:  <b>HA8ESX (\$1,871.25) + HANC1K (\$15.00)</b>	<b>\$1,886.25 (No change)</b>



**STATE OF MICHIGAN**  
**DEPARTMENT OF MANAGEMENT AND BUDGET**  
**ACQUISITION SERVICES**  
**P.O. BOX 30026, LANSING, MI 48909**  
**OR**  
**530 W. ALLEGAN, LANSING, MI 48933**

December 12, 2002

**NOTICE**  
**TO**  
**CONTRACT NO. 071B3001102**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <p style="text-align: center;"><b>M/A-COM Private Radio Systems, Inc.</b>  <b>900 Wilshire Drive, Suite 150</b>  <b>Troy, MI 48917</b></p>	TELEPHONE Dan Dundas <b>Ph (248) 273-3361</b> <b>Fax (248) 273-3322</b>
	VENDOR NUMBER/MAIL CODE <b>(2) 25-1849837 (009)</b>
	BUYER (517) 373-1455 <b>Laura Gyorkos, Buyer</b>
Contract Administrator: Laura Gyorkos <p style="text-align: center;"><b>2 Way Radios - Statewide</b></p>	
CONTRACT PERIOD: From: <b>December 1, 2002</b> To: <b>December 1, 2005</b>	
TERMS <p style="text-align: center;"><b>NET 30</b></p>	SHIPMENT <p style="text-align: center;"><b>30 DAYS ARO</b></p>
F.O.B. <p style="text-align: center;"><b>DESTINATION</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Lynchburg, VA</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**The terms and conditions of this Contract are those of [ITB #071I2000123](#) is Contract Agreement and the vendor's quote dated **04/30/02**. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.**

**Estimated Contract Value: \$2,029,364.00**

**STATE OF MICHIGAN**  
**DEPARTMENT OF MANAGEMENT AND BUDGET**  
**ACQUISITION SERVICES**  
**P.O. BOX 30026, LANSING, MI 48909**  
**OR**  
**530 W. ALLEGAN, LANSING, MI 48933**

**CONTRACT NO. 071B3001102**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>M/A-COM Private Radio Systems, Inc.</b> <b>900 Wilshire Drive, Suite 150</b> <b>Troy, MI 48917</b>	TELEPHONE Dan Dundas <b>Ph (248) 273-3361 Fx (248) 273-3322</b> VENDOR NUMBER/MAIL CODE <b>(2) 25-1849837 (009)</b> BUYER (517) 373-1455 <b>Laura Gyorkos, Buyer</b>
Contract Administrator: Laura Gyorkos <p style="text-align: center;"><b>2 Way Radios - Statewide</b></p>	
CONTRACT PERIOD: From: <b>12/01/02</b> To: <b>12/01/05</b>	
TERMS <p style="text-align: center;"><b>NET 30</b></p>	SHIPMENT <p style="text-align: center;"><b>30 DAYS ARO</b></p>
F.O.B. <p style="text-align: center;"><b>DESTINATION</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Lynchburg, VA</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION: <b>The terms and conditions of this Contract are those of <a href="#">ITB #071I2000123</a> is Contract Agreement and the vendor's quote dated <b>04/30/02</b>. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</b>  <b>Est. Contract Value: \$2,029,364.00</b>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No. 071I2000123**. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to the Office of Purchasing. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form. This is extended to local units of government.

All terms and conditions of the invitation to bid are made a part hereof.

<b>FOR THE VENDOR:</b>	<b>FOR THE STATE:</b>
Firm Name	Signature <b>Anthony Des Chenes, Division Director</b>
Authorized Agent Signature	Name <b>Acquisition Services, Strategic Purchasing</b>
Authorized Agent (Print or Type)	Title
Date	Date

**TABLE OF CONTENTS**

***SECTION I – REQUIREMENTS*** ..... 3

**I-A INTRODUCTION**.....3

**I-B SPECIFIC REQUIREMENTS** ..... 3

        1.    **COMPANY INFORMATION** ..... 3

        2.    **PRODUCT QUALITY/SPECIFICATION** ..... 3

        3.    **DELIVERY** ..... 3

        4.    **PRIOR EXPERIENCE**.....4

        5.    **SERVICE**.....4

            a)    Customer Service .....4

            b)    Placing Orders.....5

            c)    Special Purchase Programs .....5

        6.    **PRICE** ..... 5

        7.    **WARRANTY**.....6

        8.    **EXTENDED WARRANTY** ..... 6

        9.    **MAINTENANCE/SERVICE/EQUIPMENT REPAIR PARTS** ..... 6

        10.   **TRAINING** ..... 6

***SECTION II – GENERAL CONTRACT PROVISIONS*** .....7

**II-A GENERAL**.....7

**II-B CATALOGS** .....7

**II-C SERVICE MANUALS**.....7

**II-D INSPECTION OF PRODUCTS** .....7

**II-E PALLETIZING** ..... 8

**II-F PACKAGING**.....8

**II-G USAGE REPORTING**.....8

**II-H F.O.B. POINT**.....8

**II-I QUALITY ASSURANCE**.....8

**II-J INVOICING** ..... 9

**II-K ISSUING OFFICE** .....9

**II-L CONTRACT ADMINISTRATOR**..... 10

**II-M CONTRACT TERM**..... 10

**II-N ENTIRE AGREEMENT AND ORDER OF PRECEDENCE** ..... 10

**II-O NO WAIVER OF DEFAULT** ..... 10

**II-P REVISIONS, CONSENTS, AND APPROVALS**..... 11

**II-Q SEVERABILITY** ..... 11

**II-R SURVIVOR** ..... 11

**II-S GOVERNING LAW**..... 11

**II-T RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)** ..... 11

**II-U HEADINGS** ..... 11

**II-V INCURRING COSTS**..... 12

**II-W NEWS RELEASES** ..... 12

**II-X CONTRACTOR RESPONSIBILITIES** ..... 12

**II-Y PERFORMANCE REVIEWS** ..... 12

**II-Z PROHIBITED PRODUCTS** ..... 13

**II-AA AUDIT OF CONTRACT COMPLIANCE**..... 13

**II-BB SAFETY AND ACCIDENT PREVENTION** ..... 13

**II-CC ASSIGNMENT**..... 13

<b>II-DD</b>	<b>DELEGATION .....</b>	<b>13</b>
<b>II-EE</b>	<b>DISCLOSURE .....</b>	<b>13</b>
<b>II-FF</b>	<b>TAXES .....</b>	<b>13</b>
<b>II-GG</b>	<b>PRICE.....</b>	<b>14</b>
<b>II-HH</b>	<b>ADDITIONAL PRODUCTS .....</b>	<b>14</b>
<b>II-II</b>	<b>RECYCLED CONTAINERS .....</b>	<b>14</b>
<b>II-JJ</b>	<b>CONTRACTORS’S LIABILITY INSURANCE .....</b>	<b>15</b>
<b>II-KK</b>	<b>INDEMNIFICATION .....</b>	<b>17</b>
<b>II-LL</b>	<b>LIMITATION OF LIABILITY .....</b>	<b>18</b>
<b>II-MM</b>	<b>RIGHT TO KNOW ACT (Act 80 OF 1986).....</b>	<b>19</b>
<b>II-NN</b>	<b>CONTRACT DISTRIBUTION .....</b>	<b>19</b>
<b>II-OO</b>	<b>ACCOUNTING RECORDS .....</b>	<b>19</b>
<b>II-PP</b>	<b>NON-DISCRIMINATION CLAUSE.....</b>	<b>19</b>
<b>II-QQ</b>	<b>CANCELLATION.....</b>	<b>20</b>
<b>II-RR</b>	<b>NOTICE AND RIGHT TO CURE.....</b>	<b>21</b>
<b>II-SS</b>	<b>ELECTRONIC FUNDS TRANSFER.....</b>	<b>21</b>
<b>II-TT</b>	<b>MODIFICATION OF CONTRACT .....</b>	<b>21</b>
<b>II-UU</b>	<b>UNFAIR LABOR PRACTICES.....</b>	<b>22</b>
<b>II-VV</b>	<b>MICHIGAN STATE INDUSTRIES .....</b>	<b>22</b>
<b>II-WW</b>	<b>FORM, FUNCTION, AND UTILITY .....</b>	<b>22</b>
<b>II-XX</b>	<b>CONTRACT PAYMENT SCHEDULE .....</b>	<b>22</b>
<b>II-YY</b>	<b>PAYMENTS TO PRIVATE ENTERPRISE.....</b>	<b>22</b>
<b>II-ZZ</b>	<b>WARRANTY .....</b>	<b>22</b>
<b>II-AAA</b>	<b>FORCE MAJEURE.....</b>	<b>23</b>
<b>II-BBB</b>	<b>CANCELLATION CHARGES .....</b>	<b>24</b>
<b>II-CCC</b>	<b>GENERAL.....</b>	<b>24</b>

- “Quick Reference” Item Listing/ Pricing Pages
- Specifications for Base Stations/Repeaters
- Specifications for Base Stations/Programmable Desktop
- Specifications for Mobiles
- Specifications for Handheld Portables - 30-50 Mhz
- Specifications for Handheld Portables – multiple Mhz ranges
- State Agency Locations

**SECTION I - REQUIREMENTS**

**I-A INTRODUCTION**

This Contract is for Two-Way Radios for the State of Michigan - Statewide. Section I is designed to provide information on requirements associated with this contract.

**I-B SPECIFIC REQUIREMENTS**

**1. COMPANY INFORMATION**

M/A-COM Private Radio Systems, Inc.  
3315 Old Forest Rd.  
Box 2000  
Lynchburg, VA 24501

**2. PRODUCT QUALITY/SPECIFICATIONS**

All commodities to be furnished hereunder shall conform to the specifications as noted in the "GENERAL SPECIFICATIONS" section of this document. In the event of award, if a product has been misrepresented, the contractor may be found in default of the contract.

If any contractual item changes during the course of the agreement, the State shall be notified of such change(s) and given the option to accept or reject the change. In the event the change(s) is acceptable, the item shall be supplied at the same percentage discount as specified on the contract. Should the State reject the change(s), the contract, or portion thereof, may be canceled. During the course of the contract period, should a question arise concerning the acceptable performance of any contracted item, the State reserves the right to conduct a pass/fail test at the time. If the product in question fails the test, the contract, or portion thereof, may be canceled.

**3. DELIVERY**

This contract is to provide radios and service throughout the State of Michigan with delivery no later than 30 days ARO, F.O.B. delivered. Exceptions may be allowed at the State's discretion based on quantity and complexity.

The contractor shall be responsible for contacting the State agencies to arrange delivery schedules. Failure to deliver items according to established delivery schedules may result in cancellation of the contract for default. In the event of cancellation for default, the contractor shall be responsible for all costs associated with the contract cancellation, as outlined in the cancellation term.

Each order shall be accompanied with a packing slip or invoice. The packing slip or invoice shall contain the following information:

- Agency name and address
- Purchase order number
- Stock number and brief description of each item
- Unit of issue and quantity issued for each item
- Unit price and extended price for each item
- Date order was received by Contractor
- Total price of order

If order is more than one box, the boxes must be labeled with total number of boxes, individual number of box (i.e. Box 1 of 8), and the purchase order number.

**4. PRIOR EXPERIENCE**

The Contractor shall demonstrate their ability to handle and service a Contract of this size and scope. The contractor shall have demonstrated ability to supply products in a timely manner to ensure no product shortages.

**5. SERVICE**

**a) Customer Service**

The customer service manager is responsible for approving and processing warranty service, developing maintenance contracts, and provides a direct channel into the service organization.

Brian Johnson  
 Customer Service Manager  
 4745 Pittsburg Rd.  
 Owosso, MI 48867  
 (517) 651-9336 office (also rings at the Jackson Service Center)  
 (517) 651-9806 fax  
 (517) 740-8796 cellular  
 (517) 534-4914 pager  
 e-mail: johnsonbl@tycoelectronics.com

Regional Sales Manager:  
 Dan Dundas  
 900 Wilshire Drive, Suite 150  
 Troy, Michigan 48084

The contractor shall have the capability to respond to agency inquiries within one (1) business day of receipt of contact. A Customer Service Representative(s) shall be assigned specifically to the State of Michigan account that shall be prepared to assist the State agencies in any ordering or invoicing problems in a courteous and helpful manner.

**b) Placing Orders**

All orders shall be handled by the customer service manager.

The contractor shall have the capability to receive orders by telephone, e-mail, facsimile and by written order. The contractor may offer electronic ordering capability.

**c) Special Purchase Programs**

There are no special purchase programs on this contract.

Product Discounts: The State of Michigan reserves the right to negotiate pricing, discounts and/or rebates directly with the manufacturers for large volume purchases. The Contractor shall pass on to the State all price discounts and reductions in which the State of Michigan is entitled to receive from the manufacturers. These discounts and reductions shall include, without limitation, nonprofit allowances, free goods, rebates, quarterly and other discounts and special manufacturer deal prices. The State reserves the right to change to other product brands carried by the Contractor if the cost is beneficial to the State.

If a manufacturer offers rebates directly to an agency, the Contractor shall track purchase information for each agency for the items affected and submit this information to the manufacturer as required by the manufacturer.

**6. PRICE**

The prices quoted are “net” unit price and an extended amount for each item number on the attached “Item Listing/Price Pages”. Prices shall include delivery and service to Upper and Lower Peninsulas.

The percentage (%) of discount that was applied to the price list to calculate the net prices of items specified on the item listing MUST also be the same percentage of discount that shall apply to ALL items within the applicable category which are NOT indicated in the item listing. Only one percentage of discount from one catalog and/or price list will be allowed for each category. The respective discount(s) shall apply to any and all items purchased within the applicable category from this contract.

Catalogs and price lists shall be pre-printed by the manufacturer for use within the industry. Specially printed catalogs and/or price lists will not be considered. The discount MUST be from the same catalog and price list, used to calculate the UNIT PRICE for items listed in each category of the item listing as well as apply to the same quantity column if column prices based on quantity exist. Multiple percentages of discount (within a category) based on the item(s) or quantity is not acceptable.

Any new items should be available at the established discount rates of the respective categories.

**7. WARRANTY**

Send warranty claims to the customer service manager.

See warranty provisions in Section II-ZZ of this contract.

**8. EXTENDED WARRANTY**

See Appendix A for extended warranty prices and provisions.

**9. MAINTENANCE/SERVICE/EQUIPMENT REPAIR PARTS**

Maintenance/Service/Equipment repair parts shall be made available for a minimum of 5 years from the last date of manufacture on subscriber equipment and for 7 years on M/A-COM manufactured infrastructure equipment.

**10. TRAINING**

See Appendix B for details on training and pricing.

Pricing shall be provided on an individual basis depending on the using agency's needs. Prices shall not exceed vendor's usual and customary charges.

**SECTION II - GENERAL CONTRACT PROVISIONS**

**II-A GENERAL**

The Contract is for Two-Way Radios for the State of Michigan - Statewide. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the contract period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form and by Acquisition Services on the Purchase Order Form. Bids are due and will be publicly identified at the time noted on the Invitation To Bid (ITB) Form.

**The Contract(s) awarded from this solicitation will be a unit price contract based on a percentage off list price for an applicable category.**

Attached is a listing of State agencies and/or locations who may order from the Contract. The listing shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions as set forth herein. Orders may also be issued by local units of government.

**II-B CATALOGS**

Upon request, the Contractor must supply original copies of the manufacturers official public price list as offered on this contract to State Agencies and local units of Government. The catalog should contain a complete description of all available models within each category, manufacturer catalog and product numbers.

**II-C SERVICE MANUALS**

Every item bid must have a detailed service manual available for purchase. The % discount off indicated on the bid for accessories will be applicable to detailed service manuals.

Detailed service manuals are to include theory, electronic schematics, and detailed parts lists.

**II-D INSPECTION OF PRODUCTS**

Product will be inspected by the ordering agency within 48 hours of delivery excluding State holidays and weekends. Products will not be accepted if the products fail to meet specifications either in product quality or packaging or the product is an unauthorized substitute product. The Contractor must arrange the pick up the rejected product within 48 hours of being notified of the rejection by the agency. Defective items must be exchanged or credited by the Contractor at the option of the agency.

**II-E PALLETIZING**

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturers standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

**II-F PACKAGING**

The pack sizes indicated on the ITB represent the sizes currently used by the industry. The bidder is requested to provide packaging that most closely meets these packaging sizes. However, bidders can submit alternates. The state reserves the right of final approval on packaging offered by the bidder.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

**II-G USAGE REPORTING**

Bidders shall have the capability to report the Contract usage by State agencies and/or local units of government. Such usage shall be reported upon request and by item and to the buyer in Acquisition Services, Department of Management and Budget.

**II-H F.O.B. POINT**

All orders shall be shipped F.O.B. destination with all shipping pre-paid. Other F.O.B. terms will not be accepted and shall disqualify a bidder from further consideration. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the agency except as to latent defects, fraud, and the Contractor's warranty obligations, if any.

**II-I QUALITY ASSURANCE**

The bidder shall have a written quality control program which ensures that all manufacturers and suppliers to the Contractor have effective quality control programs, have standard operating procedures and use good manufacturing practices. The Contractor shall monitor the quality control program of all suppliers and manufacturers.

The State reserves the right to periodically test products which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. Disposal and/or replacement of all products which fail to meet specifications.
2. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

**II-J INVOICING**

The contractor will provide a detailed invoice within 30 days for shipment and repairs.

**II-K ISSUING OFFICE**

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the **SOLE POINT OF CONTACT** throughout the procurement process. All communications covering this procurement must be addressed to:

Department of Management and Budget  
Office of Purchasing  
[Attn: Laura Gyorkos](#)  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
[\(517\) 373-1455](#)  
[gyorkosl@michigan.gov](mailto:gyorkosl@michigan.gov)

**II-L CONTRACT ADMINISTRATOR**

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services. The Contract Administrator for this project is:

Department of Management and Budget  
Office of Purchasing  
Attn: [Laura Gyorkos](mailto:gyorkosl@michigan.gov)  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 373-1455  
[gyorkosl@michigan.gov](mailto:gyorkosl@michigan.gov)

**II-M CONTRACT TERM**

The term of this contract will be for a three (3) year period and will commence with the issuance of a Contract. This will be approximately [December 1, 2002](#) through [December 1, 2005](#). At the sole option of the State and if the contractor agrees, the contract may be extended for up to 2 (two) additional years. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the things that will be used as a basis for any decision by Acquisition Services to extend the Contract.

**II-N ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

The following documents constitute the complete and exclusive agreement between the parties. The following order of precedence shall apply (in descending order):

- A. Any contract resulting from the State's ITB No. 071i2000123.
- B. Any addenda to that ITB.
- C. The Contractor's response to that ITB.

The State of Michigan shall not be bound by any part(s) of the bidder's response to the ITB which contains information, options, conditions, terms, or prices neither requested nor required in the ITB. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence. The contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**II-O NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

**II-P REVISIONS, CONSENTS, AND APPROVALS**

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

**II-Q SEVERABILITY**

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

**II-R SURVIVOR**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

**II-S GOVERNING LAW**

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

**II-T RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)**

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**II-U HEADINGS**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

**II-V INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

**II-W NEWS RELEASES**

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the ITB and Contract are to be released without prior written approval of the State and then only to persons designated.

**II-X CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the primary Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

**II-Y PERFORMANCE REVIEWS**

Acquisition Services in conjunction with the involved agencies may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products being delivered, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Acquisition Services reserves the right to cancel the Contract immediately at any time for default, if the Office documents that unsafe and/or adulterated or off-condition products are being delivered to any State agency by the Contractor.

**II-Z PROHIBITED PRODUCTS**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change.

**II-AA AUDIT OF CONTRACT COMPLIANCE**

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce records and documentation related to the contract that verifies compliance with the Contract requirements.

**II-BB SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such safety requirements, rules, laws or regulations shall be a material breach of the Contract and shall be grounds for cancellation of the Contract in accordance with the Cancellation provisions contained herein.

**II-CC ASSIGNMENT**

The Contractor shall not have the right to assign the Contract or to assign or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State whose consent shall not be unreasonably withheld. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the State Purchasing Director.

**II-DD DELEGATION**

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the State Purchasing Director has given written consent to the delegation.

**II-EE DISCLOSURE**

All information in a bidder's proposal and the Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

**II-FF TAXES**

A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

- B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.
  
- C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

**II-GG PRICE**

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365 day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365 day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

**II-HH ADDITIONAL PRODUCTS**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

**II-II RECYCLED CONTAINERS**

Bidders are encouraged to offer products packaged in containers using recovered materials suitable for the intended use. 'Recovered material' is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and 'secondary waste' (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

**II-JJ CONTRACTOR'S LIABILITY INSURANCE**

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

**BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.**

The Contractor is required to provide the type and amount of insurance checked (☑) below:

- ☑ 1. Commercial General Liability with the following minimum coverages:

- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
- \$2,000,000 Products/Completed Operations Aggregate Limit
- \$1,000,000 Personal & Advertising Injury Limit
- \$1,000,000 Each Occurrence Limit
- \$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

- 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

- 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:

- \$100,000 each accident
- \$100,000 each employee by disease
- \$500,000 aggregate disease

## II-KK INDEMNIFICATION

### A. General Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract to the extent directly resulting from the willful misconduct or negligent acts or omissions of the Contractor, its employees and subcontractors.
2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract and limited to the amount of required insurance;
4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

### B. Patent/Copyright Infringement Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the

operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

**C. Indemnification Obligation Not Limited**

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

**D. Continuation of Indemnification Obligation**

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

**II-LL LIMITATION OF LIABILITY**

The Contractor's liability for damages to the State shall be limited to the contract value. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The parties agree that neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

**II-MM RIGHT TO KNOW ACT (Act 80 of 1986)**

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances in the workplace. To comply with this act, it is necessary that you fulfill the following:

Labels on all incoming containers of hazardous chemicals must (1) clearly State the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

Material Safety Data Sheets must be included with shipment of chemical or hazardous material to the receiving State agency. It is necessary to send this document only on the first shipment for each chemical formulation or hazardous material ordered by a specific agency except when there has been a change in the formulation of the specified chemical or hazardous material, in which case, a revised material safety data sheet shall accompany the first shipment of the changed formulation. It is the responsibility of the shipping vendor to maintain this record. The receiving agency will not accept first shipment unless the above is complied with. It is recommended that OSHA Material Safety Data Sheet No. 174 be used.

**II-NN CONTRACT DISTRIBUTION**

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by the purchasing office.

**II-OO ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

**II-PP NON-DISCRIMINATION CLAUSE**

In the performance of a Contract or purchase order, the contractors agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight,

marital status, physical or mental handicap or disability. The contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

## II-QQ CANCELLATION

- A. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

- B. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
- C. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

- D. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
  
- E. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

**II-RR NOTICE AND RIGHT TO CURE**

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

**II-SS ELECTRONIC FUNDS TRANSFER**

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically.

**II-TT MODIFICATION OF CONTRACT**

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

**II-UU UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

**II-VV MICHIGAN STATE INDUSTRIES**

Michigan State Industries (MSI) provides valuable training opportunities for inmates at State correctional facilities. State agencies are exempt from utilizing the resulting Contract if they would instead prefer to purchase similar items from MSI.

**II-WW FORM, FUNCTION, AND UTILITY**

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

**II-XX CONTRACT PAYMENT SCHEDULE**

The specific payment schedule for the Contract(s) will be mutually agreed upon by the State and the Contractor(s). The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

**II-YY PAYMENTS TO PRIVATE ENTERPRISE**

Payments by the State will be made in accordance with Public Act 279 of 1984 MCL17.51-17.57.

**II-ZZ WARRANTY**

- A. Contractor warrants to the original purchaser for use (hereinafter "The State") that Equipment manufactured by or for the Contractor shall be free from defects in material and workmanship, and shall conform to its published specifications. With respect to all non-M/A-COM Equipment, Contractor gives no warranty, and only the warranty, if any, given by the manufacturer shall apply. Rechargeable batteries are excluded from this warranty but are warranted under a separate Rechargeable Battery Warranty (ECR-7048)
- B. Contractor's obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within the following periods of time from date of sale to the State and are conditioned on The State's giving written notice to Contractor within thirty (30) days of such occurrence:

1. for fuses and non-rechargeable batteries, operable on arrival only.
  2. for parts and accessories (except as noted in B.1) sold by Contractor's Service Parts Operation, ninety (90) days.
  3. for PANTHER™ Series handportable and mobile radios, two (2) years.
  4. for Cougar™ Series handportable and mobile radios, two (2) years.
  5. for OpenSky®, ProVoice™, and EDACS® Equipment of Contractor's manufacture, one (1) year.
- C. If any Equipment fails to meet the foregoing warranties, Contractor shall correct the failure at its option (i) by repairing any defective or damaged part or parts thereof, (ii) by making available at Contractor's factory any necessary repaired or replacement parts, or (iii) by replacing the failed Equipment with equivalent new or refurbished Equipment. Any repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the Equipment in which it is installed. Where such failure cannot be corrected by Contractor's reasonable efforts, the parties will negotiate an equitable adjustment in price. Labor to perform warranty service will be provided at no charge during the warranty period only for the Equipment covered under Paragraph B.3-B.5. To be eligible for no-charge labor, service must be performed at a M/A-COM factory (for OpenSky® Equipment only), by an Authorized Service Center (ASC) or other Servicer approved for these purposes either at its place of business during normal business hours, for mobile or personal equipment, or at the State's location, for fixed location equipment. Service on fixed location equipment more than thirty (30) miles from the Service Center or other approved Servicer's place of business will include a charge for transportation.
- D. Contractor's obligations under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Contractor's written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.

## **II – AAA FORCE MAJEURE**

A Force Majeure is an event or effect that be reasonably anticipated or controlled. As herein used, Force Majeure means fire, flood, earthquakes, explosion, elements of nature or acts God, riots, civil disorders, rebellions or revolutions in any country, rationing, strike, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent and cannot reasonable be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means.

Neither the Contractor nor the State shall be liable to the rother for any default or delay in the performance of its obligations under the Contract is and to the extent such default or delay is caused, directly or indirectly by Force Majeure. In such event, the non-performing party will be excused from any further performance or observance of the obligation (s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

If the Contractor's performance under this Contract is delayed due to Force Majeure, the State, in its sole discretion, may either extend the period for performance or may procure the goods and services from another source, until such time the Contractor is able to meet the requirement under this Contract as determined by the Office of Acquisition Services.

**II – BBB CANCELLATION CHARGES**

The State may cancel an accepted order in the following manner only:

- (1) Prior to delivery, by certified mail notice addressed to either:
  - (a) Manager, Order Logistics, M/A-COM Private Radio Systems, Inc. P.O. Box 2000, Lynchburg, VA 24501 for ProVoice™, EDACS®, and Conventional Equipment; or
  - (b) Customer Service, M/S 115, M/A-COM, Inc., 1011 Pawtucket Blvd., Lowell, MA 01853 for OpenSky® Equipment. Said notice must be received prior to delivery of any Equipment (including vendor items drop-shipped to the address appearing on the face of The State's Order)
  
- (2) After delivery of any Equipment on The State's Order, the order may be canceled only with the Contractor's written consent. Request for cancellation should be addressed as instructed above, and said request must be accompanied by payment of restocking charges equal to **15%** of the total order price.

Any deposit monies held by Contractor will be credited against the restocking charges. This section shall not apply to an order received by the Contractor which contains an error or has been filled out incorrectly by the State provided the State notifies the Contractor within ten (10) days after the order has been received by Contractor.

**II - CCC GENERAL**

- A. The State is solely responsible for obtaining and complying with any necessary permits and licenses from the Federal Communications Commission, or any other Federal, State or local governmental authority, related to the purchase, installation, erection and operation of any Equipment purchased hereunder.
  
- B. A perpetual, nonexclusive, non-transferable, fully paid license is granted hereunder which gives the State the right to use the software embedded in the products manufactured by the Contractor, and any modifications thereof, only for The State's own use. The license granted hereunder may not be assigned or transferred without the prior written consent of the Contractor.

**“QUICK REFERENCE ITEMS”**

The following items serve as a quick reference for calculated prices based on the discounts listed on the “ITEM LISTING/PRICE PAGE”. The percentage discounts off list do not change but individual prices of items may change based on periodic catalogs published by the manufacturer.

The prices quoted are “net” unit price and an extended amount for each item. Prices shall include delivery and service to Upper and Lower Peninsulas. The percentage (%) of discount that was applied to the price list to calculate the net prices of items specified below **MUST** also be the same percentage of discount that shall apply to **ALL** items within the applicable category which are **NOT** indicated in the item listing. Only one percentage of discount from one catalog and/or price list will be allowed for each category. The respective discount(s) shall apply to any and all items purchased within the applicable category from this contract. Any new items should be available at the established discount rates of the respective categories.

Item	Unit	Description	Net Unit Price with Options
1.	EA	Category A Base Stations/Repeaters 136-174 Mhz  Brand: MA/COM Model: MASTR III with the following options with 25% discount reflected in prices below:  SXHMCX (\$4,437.00) + SXCA1S (\$427.50) + SXMN7F (\$29.25) + SXPS5G (\$543.75) + SXSU3A (\$187.50)	\$5,625.00
2.	EA	Category A Base Stations/Repeaters 403-470 Mhz  Brand: MA/COM Model: MASTR III with the following options with 25% discount reflected in prices below:  SXUMCX (\$5,187.00) + SXCA1S (\$427.50) + SXMN7F (\$29.25) + SXPS5G (\$543.75) + SXSU3A (\$187.50)	\$6,375.00

**“QUICK REFERENCE ITEMS”**

Item	Unit	Description	Net Unit Price with Options
3.	EA	Category A Base Stations/Repeaters 450-512 Mhz  Brand: MA/COM Model: MASTR III with the following options with 25% discount reflected in prices below:  SXWMCX (\$5,362.50) + SXCA1S (\$427.50) + SXMN7F (\$29.25) + SXPS5G (\$543.75) + SXSU3A (\$187.50)	\$ 6,550.50
4.	EA	Category A Base Stations/Repeaters 806-870 Mhz  Brand: MA/COM Model: MASTR III with the following options with 25% discount reflected in prices below:  SX8MCX (\$7,503.75) + SXCA1S (\$427.50) + SXMN7F (\$29.25) + SXPS5S (\$543.75) + SXSU3A (\$187.50) + SXCF3H (\$0.01) + SXCJ5E (\$37.50)	\$8,541.76
5.	EA	Category A Base Stations/Repeaters 806-870 Mhz EDACS Compatible  Brand: MA/COM Model: MASTR III with the following options with 25% discount reflected in prices below:  SX8MTX (\$8,463.75) + SXMN3Y (\$18.75) + SXCA1D (\$1,012.50) + SXCN3A (\$450.00) + SXPS5S (\$543.75) + SXFN1A (\$337.50) + SXCN1Z (\$48.75) + SXCD5X (\$75.00) + SXCD7D (\$18.75) + SXCD7S (\$60.00) + SXAP7N (\$750.00)	\$11,778.75

**“QUICK REFERENCE ITEMS”**

<b>Item</b>	<b>Unit</b>	<b>Description</b>	<b>Net Unit Price with Options</b>
6.	EA	Category B Base Stations/Programmable Desktop 136-174 Mhz  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  DSDX01 (\$971.25) + DSCE3G (\$31.50) + D2HMCX (\$765.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25)	\$2,161.50
7.	EA	Category B Base Stations/Programmable Desktop 403-470  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  DSDX01 (\$971.25) + DSCE3G (\$31.50) + D2UMCX (\$840.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25)	\$2,236.50
8.	EA	Category B Base Stations/Programmable Desktop 450-512 Mhz  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  DSDX01 (\$971.25) + DSCE3G (\$31.50) + D2VMCX (\$840.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25)	\$2,236.50

**“QUICK REFERENCE ITEMS”**

<b>Item</b>	<b>Unit</b>	<b>Description</b>	<b>Net Unit Price with Options</b>
9.	EA	Category B Base Stations/Programmable Desktop 806-870 Mhz Conventional  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  DSDX01 (\$971.25) + DSCE3G (\$31.50) + D28MCX (\$1,365.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25)	\$2,761.50
10.	EA	Category B Base Stations/Programmable Desktop 806-870 Mhz EDACS Compatible  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  DSDX01 (\$971.25) + DSCE3G (\$31.50) + D28LTX (\$1,740.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25)	\$3,136.50
11.	EA	Category C Mobiles 136-174  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  D2HMCX (\$765.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25) + D2ZN1A (\$75.00)	\$1,233.75

**“QUICK REFERENCE ITEMS”**

<b>Item</b>	<b>Unit</b>	<b>Description</b>	<b>Net Unit Price with Options</b>
12.	EA	Category C Mobiles 403-470 Mhz  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  D2UMCX (\$840.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25) + D2ZN1A (\$75.00)	\$1,308.75
13.	EA	Category C Mobiles 450-512 Mhz  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  D2UMCX (\$840.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25) + D2ZN1A (\$75.00)	\$1,308.75
14.	EA	Category C Mobiles 806-870 Mhz Conventional  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  D28MCX (\$1,365.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25) + D2ZN1A (\$75.00)	\$1,833.75
15.	EA	Category C Mobiles 806-870 Mhz EDACS Compatible  Brand: MA/COM Model: 500M with the following options with 25% discount reflected in prices below:  KE8MTD (\$973.50)	\$937.50

**“QUICK REFERENCE ITEMS”**

Item	Unit	Description	Net Unit Price with Options
16.	EA	Category C Mobiles 136-174  Brand: MA/COM Model: Panther 600 M with the following options with 25% discount reflected in prices below:  GM600HF7X (\$363.75) + GMMC7M (\$45.00)	\$408.75
17.	EA	Category C Mobiles 136-174  Brand: MA/COM Model: Panther 400M with the following options with 25% discount reflected in prices below:  GM400HF7X (\$297.75) + GMMC7M (\$45.00)	\$342.75
18.	EA	Category C Mobiles 136-174  Brand: MA/COM Model: KMC 300 with the following options with 25% discount reflected in prices below:  KMHMCD (\$525.00)	\$525.00
19.	EA	Category C Mobiles 136-174  Brand: MA/COM Model: KMC 100 with the following options with 25% discount reflected in prices below:  KMHMCA (\$446.25)	\$446.25

**“QUICK REFERENCE ITEMS”**

Item	Unit	Description	Net Unit Price with Options
17.	EA	Category C Mobiles 403-470 Mhz  Brand: MA/COM Model: Panther 600M with the following options with 25% discount reflected in prices below:  GM600SF7X (\$386.25) + GMMC7M (\$45.00)	\$431.25
18.	EA	Category C Mobiles 403-470 Mhz  Brand: MA/COM Model: Panther 400M with the following options with 25% discount reflected in prices below:  GM400UF7X (\$326.25) + GMMC7M (\$45.00)	\$371.25
19.	EA	Category C Mobiles 403-470 Mhz  Brand: MA/COM Model: KMC 300 with the following options with 25% discount reflected in prices below:  KMXMCD (\$525.00)	\$525.00
20.	EA	Category C Mobiles 403-470 Mhz  Brand: MA/COM Model: KMC 100 with the following options with 25% discount reflected in prices below:  KMXMCA (\$446.25)	\$446.25

**“QUICK REFERENCE ITEMS”**

Item	Unit	Description	Net Unit Price with Options
21.	EA	Category C Mobiles 450-512 Mhz  Brand: MA/COM Model: Panther 600M with the following options with 25% discount reflected in prices below:  GM600UF7X (\$386.25) + GMMC7M (\$45.00)	\$431.25
22.	EA	Category C Mobiles 450-512 Mhz  Brand: MA/COM Model: 400Mwith the following options with 25% discount reflected in prices below:  GM400SF7X (\$326.25) + GMMC7M (\$45.00)	\$371.25
23.	EA	Category C Mobiles 450-512 Mhz  Brand: MA/COM Model: KMC 300 with the following options with 25% discount reflected in prices below:  KMXMCD (\$525.00)	\$525.00
24.	EA	Category C Mobiles 450-512 Mhz  Brand: MA/COM Model: KMC 100 with the following options with 25% discount reflected in prices below:  KMXMCA (\$446.25)	\$446.25

**“QUICK REFERENCE ITEMS”**

<b>Item</b>	<b>Unit</b>	<b>Description</b>	<b>Net Unit Price with Options</b>
25.	EA	Category C Mobiles 806-870 Mhz EDACS Compatible  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  D28MTX (\$1,965) + D2CP5L (\$337.50) + D2MC3Z (\$56.25) + D2ZN1A (\$75.00)	\$2,433.75
26.	EA	Category D Handheld Portables 136-174 Mhz  Brand: MA/COM Model: MR-K with the following options with 25% discount reflected in prices below:  PK2HCX (\$1,020.00) + PKNC1C (\$15.00)	\$1,035.00
27.	EA	Category D Handheld Portables 403-470 Mhz  Brand: MA/COM Model: MR-K with the following options with 25% discount reflected in prices below:  PK1XCX (\$982.50) + PKNC1G (\$15.00)	\$997.50
28.	EA	Category D Handheld Portables 470-512 Mhz  Brand: MA/COM Model: MR-K with the following options with 25% discount reflected in prices below:  PK1XCX (\$982.50) + PKNC1G (\$15.00)	\$997.50

**“QUICK REFERENCE ITEMS”**

<b>Item</b>	<b>Unit</b>	<b>Description</b>	<b>Net Unit Price with Options</b>
29.	EA	Category D Handheld Portables 806-870 Mhz Conventional  Brand: MA/COM Model: MR-K with the following options with 25% discount reflected in prices below:  PK18CX (\$1,057.50) + PKNC1K (\$15.00)	\$1,072.50
30.	EA	Category D Handheld Portables 136-174 Mhz  Brand: MA/COM Model: Panther 625P with the following options with 25% discount reflected in prices below:  GP625USX (\$453.75) + GPNC5V (\$22.50)	\$476.25
31.	EA	Category D Handheld Portables 136-174 Mhz  Brand: MA/COM Model: Panther 600P with the following options with 25% discount reflected in prices below:  GP600USX (\$333.75) + GPNC5V (\$22.50)	\$356.25
32.	EA	Category D Handheld Portables 136-174 Mhz  Brand: MA/COM Model: Panther 400P with the following options with 25% discount reflected in prices below:  GP400SSX (\$277.50) + GPNC5V (\$22.50)	\$300.00

**“QUICK REFERENCE ITEMS”**

<b>Item</b>	<b>Unit</b>	<b>Description</b>	<b>Net Unit Price with Options</b>
33.	EA	Category D Handheld Portables 403-470 Mhz  Brand: MA/COM Model: Panther 625P with the following options with 25% discount reflected in prices below:  GP625USX (\$453.75) + GPNC5V (\$22.50)	\$476.25
34.	EA	Category D Handheld Portables 403-470 Mhz  Brand: MA/COM Model: Panther 600P with the following options with 25% discount reflected in prices below:  GP600USX (\$333.75) + GPNC5V (\$22.50)	\$356.25
35.	EA	Category D Handheld Portables 403-470 Mhz  Brand: MA/COM Model: Panther 400P with the following options with 25% discount reflected in prices below:  GP400SSX (\$277.50) + GPNC5V (\$22.50)	\$300.00
36.	EA	Category D Handheld Portables 470-512 Mhz  Brand: MA/COM Model: Panther 625P with the following options with 25% discount reflected in prices below:  GP625USX (\$453.75) + GPNC5V (\$22.50)	\$476.25

**“QUICK REFERENCE ITEMS”**

Item	Unit	Description	Net Unit Price with Options
37.	EA	Category D Handheld Portables 470-512 Mhz  Brand: MA/COM Model: Panther 600P with the following options with 25% discount reflected in prices below:  GP600USX (\$333.75) + GPNC5V (\$22.50)	\$356.25
38.	EA	Category D Handheld Portables 470-512 Mhz  Brand: MA/COM Model: Panther 400P with the following options with 25% discount reflected in prices below:  GP400SSX (\$277.50) + GPNC5V (\$22.50)	\$300.00
39.	EA	Category D Handheld Portables 806-870 Mhz EDACS Compatible  Brand: MA/COM Model: Jaguar 700P with the following options with 25% discount reflected in prices below:  HA8ESX (\$1,871.25) + HANC1K (\$15.00)	\$1,886.25

**2 WAY RADIOS – STATEWIDE**  
**ITEM LISTING/PRICE PAGE**

Pg 1 of 2

**CATEGORY A - BASE STATIONS/REPEATERS**

<b>PERCENTAGE DISCOUNT OFF CATEGORY/OPTIONS</b>	<u>25%</u>
<b>PERCENTAGE DISCOUNT OFF ACCESSORIES</b>	<u>25%</u>
BRAND OR MFGR: <u>M/A COM Private Radio Systems Inc.</u> PRICE LIST NAME, NO. & DATE: <u>Product &amp; Service Catalog – April 2002</u>	

**CATEGORY B - BASE STATIONS/ PROGRAMMABLE DESKTOP**

<b>PERCENTAGE DISCOUNT OFF CATEGORY/OPTIONS</b>	<u>25%</u>
<b>PERCENTAGE DISCOUNT OFF ACCESSORIES</b>	<u>25%</u>
BRAND OR MFGR: <u>M/A COM Private Radio Systems Inc.</u> PRICE LIST NAME, NO. & DATE: <u>Product &amp; Service Catalog – April 2002</u>	

**CATEGORY C --MOBILES**

<b>PERCENTAGE DISCOUNT OFF CATEGORY/OPTIONS</b>	<u>25%</u>
<b>PERCENTAGE DISCOUNT OFF ACCESSORIES</b>	<u>25%</u>
BRAND OR MFGR: <u>M/A COM Private Radio Systems Inc.</u> PRICE LIST NAME, NO. & DATE: <u>Product &amp; Service Catalog – April 2002</u>	

**CATEGORY D -HANDHELD PORTABLES**

<b>PERCENTAGE DISCOUNT OFF CATEGORY/OPTIONS</b>	<u>25%</u>
<b>PERCENTAGE DISCOUNT OFF ACCESSORIES</b>	<u>25%</u>
BRAND OR MFGR: <u>M/A COM Private Radio Systems Inc.</u> PRICE LIST NAME, NO. & DATE: <u>Product &amp; Service Catalog – April 2002</u>	

**2 WAY RADIOS – STATEWIDE**  
**ITEM LISTING/PRICE PAGE**  
Pg 2 of 2

**CATEGORY E – SERVICE MANUALS**

<b>PERCENTAGE DISCOUNT OFF CATEGORY/OPTIONS</b>	<u>25%</u>
<b>PERCENTAGE DISCOUNT OFF ACCESSORIES</b>	<u>25%</u>
BRAND OR MFGR: <u>M/A COM Private Radio Systems Inc.</u> PRICE LIST NAME, NO. & DATE: <u>Product &amp; Service Catalog – April 2002</u>	

\* **Please Note:** State agencies will have the authority to buy Accessories off contract if it is in the agency's best interest to do so.

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING

**SPECIFICATIONS  
FOR  
BASE STATIONS/REPEATERS**

1. DESCRIPTION

These units shall be all solid state switchable/programmable 12.5/25Khz\_narrow band FM base stations including continuous duty transmitter, receiver, power supply, remote control panel and cabinet. This equipment shall meet or exceed the latest applicable standards of the EIA and all current FCC regulations for Part 90 of the rules. Basic unit shall be one frequency transmitter and one frequency receiver with carrier squelch. Programming software must be Windows 95 or higher compatible.

2. HOUSING

A cabinet of sufficient size to house the requested hardware shall be supplied unless a special option cabinet is requested. Optional 19” racks must be available.

3. CONTROL

Unit shall be locally controlled. All units shall be furnished with a local mobile type microphone in the cabinet for testing. Tone or DC control will be requested as an option.

4. SURGE PROTECTION

AC line surge protection shall be supplied and all power supplies shall be protected against primary line surges. Control line circuits shall be surge protected.

5. POWER SUPPLIES

Units shall be equipped with minimum 110 VAC/12 VDC power supply with fuse protection on primary and secondary.

6. METERING FACILITIES

All points essential to testing and alignment of the transmitter and receiver shall be properly connected to a centralized metering socket or available through programming software.

7. SERVICE MANUALS

Manuals shall include schematic diagrams, theory of operation, printed circuit board layouts and complete parts list. Manual shall cover the basic radio and all options ordered. Manual on CD ROM is acceptable. Manuals shall be considered as an option, but must be available for purchase.

8. OPERATING FREQUENCIES

Final channelization will be coordinated with each individual department at the time an order is placed.

9. RECEIVERS

All receivers shall mute when the transmitter is keyed, all receivers shall be equipped for local monitoring of the audio output, and all receivers shall be equipped with CTCSS filters.

10. PERFORMANCE DATA

**TRANSMITTER**

Frequency Band in Mhz	136-174	403-470 450-512	806-870
Power Output	Minimum adjustable from 0 to 30 watts.		
Frequency Stability -30 degrees C to +60 degrees C	Must be FCC type accepted.		
Spurious & Harmonic	-85 db	-85 db	-85 db
FM Noise	All to be minimum -45 db		
Modulation	All + 5 KHz for conventional with 25Khz channels All + or - 2.5Khz for 12.5 Khz narrow band digital.		
Audio Response	All +1 to -3 db or 6 db per octave pre-emphasis @ 300-3000Hz		
Operating Temperatures	All -30 degrees C to +60 degrees C		

**RECEIVER**

Frequency Band in Mhz	136-174	403-470 450-512	806-870
Selectivity in db	All must meet minimum of -80db		
Stability	All must meet minimum FCC type acceptance.		
Temperature of Operation	All -30 degrees C to +60 degrees C		
Sensitivity			
12 db SINAD	.35 uv	.35 uv	.35 uv
Intermodulation	- -80 db	-80 db	-80 db
Spurious & Image Rejection	Must meet -80db minimum		
Audio Output & Distortion	All minimum 5 watts, less than 3% distortion at 1000Hz		

**BASE STATION OPTIONS**

1. 100 watt transmitter output – for 136-174 MHz with 100 watt option
2. 100 watt transmitter – for 806-870 MHz
3. 75 watt transmitter output – for 403-470 and 450-512 MHz
4. 6 channel programmable at 0 to 30 watt adjustable.
5. Additional complete service manuals, quantities to be specified with order.
6. Tone Remote Control, capable of 2 or 4 wire operation. Transmitter shall be by tone from the remote console and all appropriate tone decoders and filters shall be supplied. Consoles shall be compatible with existing industry standard tone scheme (existing GW, Motorola, etc., base stations). Circuits shall be supplied for the following operations:
  - A. 1 Channel Transmit  
1 Channel Receive
  - B. 2 Channel Transmit  
1 Channel Receive
  - C. 2 Channel Transmit  
2 Channel Receive

- D. 3 Channel Transmit  
2 Channel Receive
  - E. 4 Channel Transmit  
2 Channel Receive
  - F. Auxiliary Function 4T/4R
7. Extended Local Control with 50 ft. cable.
  8. Intercom unit for remote panel to allow communication with the remote control console from the base station.
  9. Weatherproof Cabinet: An outdoor cabinet suitable for pole or wall mounting, weatherproof.
  10. Receiver Preamp as an option.
  11. Time Out Timer: An adjustable time out timer on the base station transmitter to disable the transmitter in case of malfunction.
  12. Mobile Relay: This option shall include all necessary circuitry wired into the station to make it a mobile relay station. This shall include continuous duty power supply, time out timer, repeater control circuit, duplexer and tone remote control for wire line control. Duplexer for VHF, UHF and 800Mhz to be rack mountable.
    - a. 136-174 MHz
    - b. 403-470 MHz  
450-512 MHz
    - c. 806-870 MHz
  13. Multi-Coupler: An active multi-coupler for coupling at least 3 base station receivers to the base antenna.
  14. Additional Base Station Receiver for 2R and 3R operation. Unit shall include power supply and all necessary cabling and be mounted in the associated base station. Audio output shall be either 600 ohms for separate remote line feed or wired into the control panel with main receiver. Preference shall be note at time of order.
  15. Transmitter Channel Capability:
    - A. 1 frequency transmit – active
    - B. 2 frequency transmit – active
    - C. 3 frequency transmit – active
    - D. 4 frequency transmit – active
  16. Warranty: Standard
  17. Warranty: Extended 12-month warranty on parts ad labor.

18. Tone Squelch: To be programmable CTCSS and DCS capable.
19. Remote Control Console: Solid state desk top remote control console with microphone and manual. Unit to be tone control, single or multiple frequency transmit with the following options available:
  - A. VU Meter
  - B. 12 hour clock
  - C. Parallel Operation
  - D. Automatic gain control (tone only model)
  - E. Automatic level control (tone only model)
  - F. Transmit Indicator
  - G. Manual Intercom Switch
  - H. 120 VAC operation
  - I. Surge protection for AC line and control lines
  - J. Transmit switch
  - K. Alternate line control
  - L. Line compensation
  - M. On/Off volume control
  - N. Partial mute
  - O. Tone squelch disable
  - P. 2/4 wire operation
  - Q. Headset operation
  - R. MDC1200 compatible signalling
20. Same as #19 but tone control with 2 frequency transmit.
21. Windows 95 or higher PC compatible software and interface cable for programming of all programmable equipment purchased under this contract.
22. Auto ID, Morse Code, Programmable
23. Service manual - Detailed or Depot manual
24. Training
25. Emergency battery back up power system.

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING

**SPECIFICATIONS  
for  
BASE STATIONS/ PROGRAMMABLE DESKTOP**

1. Description: This specification covers 16 frequency desktop switchable/programmable 12.5/25Khz narrow band synthesized/IBM PC programmable FM base station with options. Software must be Windows 95 or higher compatible.
2. Housing: A cabinet of sufficient size to house all standard components shall be furnished.
3. Control: Unit shall be locally controlled. Remote options are listed under options.
4. Surge Protection: AC line surge protection shall be supplied to protect against primary line surges.
5. Power Supplies: Units shall be supplied with a well filtered 117 VAC power supply with fuse protection on primary and secondary. A 12 VDC option is listed under options.
6. Manuals: Manuals shall include schematic diagrams, theory of operations, printed circuit board layouts and complete parts list. Agency to specify quantity required with order.
7. Operating Frequencies: Final channelization will be coordinated with each individual department at the time an order is placed.

**TRANSMITTER**

Frequency in MHz	136-174	403-470 450-512	806-870
Power Output	All adjustable minimum 0 to 30 watts		
Load Impedance	50 ohms	50 ohms	50ohms
Frequency Stability -30°C to +60°C	All must meet FCC type acceptance		
Modulation Deviation	All plus or minus 5 KHz for 25 Khz channels All plus or minus 2.5 Khz for 12.5 Khz digital channels		
Audio Distortion	All less than 3% @ 1000 Hz		

Audio Response	All within +1 and =3 db of 6 db/octave pre-emphasis @ 300–3000 per EIA
FM Noise	
Spurious Harmonic	All better than – -63 db

**RECEIVER**

Frequency Band in Mhz	136-174	403-470 450-470	806-870
Selectivity	-75db @ 25Khz -63db @ 12.5Khz	-75db @ 25Khz	-75db @ 25Khz
Input Impedance	All 50 ohms		
Sensitivity EIA 12 Sinad	.35 uv	.35 uv	.35 uv
Frequency Stability -30°C to 60°C	All per FCC type acceptance		
Selectivity @ 24 KHz	All better than –75db		
Spurios & Image Rejection	All better than –65db		
Audio Response	All within +1 and –3 db of 6 db/octave pre-emphasis @ 300-3000 per EIA		
Audio Output	5 watts at less than 5% distortion @ 1000 Hz		

Options

1. Tone Control Operation
2. VU Meter
3. Clock
4. Desk Top Mike
5. Tone Remote
6. 12 Volt DC Standby
7. Tone Squelch – To be programmable CTCSS and DCS capable
8. Multiple Tone Squelch

9. Multiple Frequency Scan With Priority
10. Control Point/Supervisory Operation
11. Receiver Preamp
12. Carrier Control Timer
13. Service Manual – Detailed or Depot Manual
14. Extended 12 month warranty
15. Training
16. MDC 1200 compatible signaling

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING

**SPECIFICATIONS**

**For**

**MOBILES**

1. Description: Programmable/switchable 12.5/25Khz Narrow band IBM compatible FM mobile radio transmitter-receiver units. Trunk mounted with remote control head, speaker and all interconnecting cables. The equipment shall meet or exceed the latest applicable standards of the EIA and all current regulation for Part 90 of the FCC rules. Radio to be capable of remote trunk mount or dash mount.
2. Housing: The radio set housing shall be designed and constructed to contain and protect the transmitter, receiver and power supply. The front panel shall include a key lock. The housing shall be designed to protect the internal components against dust, dirt, foreign object, splashing water, and moisture condensation. There shall be no holes or louvers in the housing.
3. Interconnecting cables: All cables and wires shall be furnished to interconnect the mobile unit with it's accessories and the vehicle's electrical system. Cables shall be well insulated, waterproofed and equipped with appropriate connectors. Connectors shall have a fastener to mechanically secure the connections.. Cable length to be approximately 20 feet. All cable connections to the radio unit shall be made to exterior "front" panel receptacles.
4. Control Unit: The control unit shall be functional, attractive and include all facilities for operating the mobile unit. Controls shall include on-off switch, volume control, an indicator for power ON, a red light indicator for transmitter operating and channel selector switch. All the connections to the control unit shall be made by quick disconnect plugs and mating receptacle. Mounting shall meet federal safety requirements for automobile accessories.
5. Loud-Speaker: Enclosure shall be durable and attractive, designed to mount under the dash of vehicle. The loud-speaker shall be acoustically tailored to optimum frequency reproduction for 300 to 3000 Hz and capable of handling the maximum audio output of the mobile unit.
6. Squelch: The receiver shall have noise compensated carrier squelch control. (Tone squelch is listed as an option).
7. Power Supply: The power supply shall be designed to operate from a normal 12-volt negative ground automotive electrical system. Voltage regulator, transmitter and receiver shall be adequately protected by replaceable type fuses or circuit breakers and have reverse polarity protection.
8. Microphone: A military palm-style microphone shall be supplied as part of the equipment.. It shall include a convenient push-to-talk button for transmitter control. The microphone cord shall be of the retractable, flexible, durable rubber covered type with a plug in connection.

- 9. Service Manual: Manuals shall include schematic diagrams, theory of operation, printed circuit board layouts and complete parts list. Manual shall cover the basic radio and all options ordered. Agency to specify quantity to be supplied with order.
- 10. Operating Frequencies: All channels shall be active. Final channelization will be coordinated with each individual department at the time an order is placed.

**TRANSMITTER**

Frequency Band in Mhz	136-174	403-470 450-512	806-870
Power	All to be minimum adjustable from 0 to 30 watts		
Frequency Stability -30 degrees C to +60 degrees C	All must meet FCC type acceptance		
Spurious Emissions	All to be minimum -70db		
FM Noise	All to be minimum -40db		
Modulation	±5.0 KHz	±5.0 KHz	±5.0 KHz
	All to be + or - 2.5 Khz digital		
Distortion (Less than)	2% @2/3 dev	2% @2/3 dev	2% @2/3 dev
Audio Response	All +1 to -3 db or 6 db per octave pre-emphasis		
Temp Operation	All -30 degrees C to +60 degrees C		

**RECEIVER**

Frequency in Mhz	136-175	403-470 450-512	806-870
Frequency Stability All -30 degrees C to +60 degrees C	All must meet FCC type acceptance		
Sensitivity 12 db SINAD	.35 uv	.35 uv	.35 uv
Spurious Response	-70 db	-70 db	-70 db
Intermodulation Response	-70 db	-70 db	-70 db

Audio Out	All are 5 W @ 3% distortion 300-3000 Hz
Audio Response	All are 6 db/octave de-emphasis
Temp of Operation	All are -30° C to + 60°C

Mobile Radio Contract Options

Power Output

1. 100 watt transmitter

Channel Capability

2. 4 channel transmit and receiver with multi-channel selector switch.
3. 8 channel transmit and receiver with multi-channel selector switch.
4. 16 channel transmit and receiver with multi-channel selector switch.
5. Programmable 1 to 128 channels

Scan Function

6. Multiple scan function: The radio shall have scanning devices that must scan and select signal from a minimum of four channels. The scanner must include a programmable priority channel selector that will allow re-sampling of a designated channel while locked onto another receiving channel. Channel scan control head will incorporate an indicating device that will indicate the channel being monitored. Scan or non-scan squelch adjustment shall be made with a control accessible to the operator.

7. Ignition sense
8. Weather proof head

Warranty

9. Warranty: Extended 12 month warranty on parts and labor.

Manuals

10. Service manual.

11. 10 watt audio

Microphone

12. Noise canceling mobile microphone.

13. Programmable CTCSS/DCS squelch system per channel

14. Electronic Siren Module: A 100 watt electronic siren/PA system that has the control function incorporated in the mobile radio control head.

15. An additional installation kit to include control head, microphone, speaker, radio mounting plate and all associated cables.

16. Windows 95 or higher PC compatible software and interface cables for programming of programmable equipment purchased under this contract.

17. Training.

18. MDC1200 compatible signaling.

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING

**SPECIFICATIONS**  
**For**  
**HANDHELD PORTABLES 30-50 Mhz**

Description: 30-50 MHz Band, personal portable radio, using the latest technology in the industry. The portable unit is to be fully synthesized by electronically erasable PROM technology for frequency and tone squelch programming. This equipment shall meet or exceed the latest applicable standards of the EIA:

CONSTRUCTION AND DESIGN

These units are to be all solid state and meet all current FCC regulations for Part 90 of the FCC rules. Radio shall have jacks to allow plugging in external antenna and remote speaker microphone.

1. TECHNICAL SPECIFICATIONS

All hand held portable transceivers shall meet the following minimum specifications:

**TRANSMITTER**

Power Output	5 watts
Modulation Deviation	± 5 KHz
Audio Distortion	Less than 3%
Frequency Stability	To meet FCC type acceptance @ -30° C to + 60° C

**RECEIVER**

Sensitivity	0.35 uv for 12 db Sinad
Selectivity	-70 db
Intermodulation	-60 db
Spurious Response	-60 db
Frequency Stability	To meet FCC type acceptance @ -30° C to +60° C
Audio Output	minimum 300mw

2. BATTERY

Each unit shall be furnished with a rapid charge battery that will last for 8 hours with a 90-5-5 duty cycle.

OPTIONS

1. DTMF touch tone encode keypad on face of portable.
2. Minimum 6 Channel operation.
3. Multi-position 110 VAC dual rate charger
4. A 110 VAC dual rate single unit
5. Flexible rubber covered antenna.
6. External speaker microphone.
7. Programming Software and interface.
8. Leather carrying case with belt loop.
9. Service manual. A comprehensive service manual shall be supplied which shall have the theory of operation, schematics, PC board print, parts layout and parts list. Agency to specify quantity to be supplied with order.
10. Tone squelch – Programmable CTCSS or DCS
11. Additional rapid charge battery.
12. Shoulder straps for carrying case.
13. Extended 12 Month Warranty.
14. Training.
15. VOX capability
16. Nicad battery
17. Lithium battery
18. Nickel/metal hydride battery
19. Belt clip
20. User programmable priority scan
21. Intrinsically safe

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 OFFICE OF PURCHASING

**SPECIFICATIONS**  
**For**  
**HANDHELD PORTABLES 136-870 Mhz**

This specification covers a microprocessor based field programmable portable transceiver in the 136 to 174, 403-470, 450 to 512 or 806 to 870 MHz bands. Units shall have programmable radio frequency and tone squelch.

CONSTRUCTION and DESIGN

These units are to be all solid state and meet all current FCC regulations for Part 90 of the FCC Rules. Radio shall have external connection for remote antenna and speaker/microphone. Unit shall be carrier squelch with optional tone squelch.

TECHNICAL SPECIFICATIONS

Programmable wide band width portable transceivers shall meet the following minimum specifications. All shall be capable of programmable CTCSS, DCS and carrier squelch operation. All shall be capable of switchable/programmable 12.5/25Khz channel spacing.

General

Frequency Range in Mhz	136-174	403-470 450-512	806-870
Operating Temp	-30 C to +60 C		
Battery Life	8 hours with 90-5-5 Duty Cycle		

**TRANSMITTER**

Output power	Adjustable 0 to 5 watts	Adj. 0 to 5 watts	Min adjustable 0 to 3 watts
Spurious & Harmonics	All at minimum -60 dB		
Hum & Noise	-40Db	-40 dB	-40 dB
Auto Distortion	All at 5%		

**RECEIVER**

Sensitivity	
12db Sinad	All bands at .35 uv
Selectivity	
	All at minimum -60db
Spurious & Image Response	All at minimum -60db
Audio Output	All at minimum 500 MW @ 5% distortion

Battery – Each unit will be furnished with a rapid charge battery that will last for 8 hours with a 90-5-5 duty cycle.

OPTIONS

1. Rapid Charger.
2. Trickle Charger.
3. Multiple Unit Charger.
4. Speaker/Microphone.
5. Speaker microphone with antenna.
6. Mobile charger/amplifier.
7. Leather carrying case.
8. Service manuals. Comprehensive Service Manual shall be supplied which shall have the theory of operation, schematics, PC board print, parts, layout, and parts list. Agency to specify quantity to be supplied with order.
9. DTMF Pad Encoder.
10. Low power/high power switch to meet vehicular repeater operational requirements.
11. Vehicle amplifier at 150 MHz.
12. Vehicle amplifier at 800 MHz.
13. Extended 12 month warranty.
14. Training.
15. Nicad battery
16. Lithium battery
17. Nicket/metal hydride battery
18. Belt clip
19. Service contract bid
20. Alkaline battery pack
21. Channel availability 1 – 16
22. Channel availability 1 – 128
23. Channel availability 1 – 256
24. User programmable priority scan
25. Intrinsically safe
26. VOX capability
27. 27. MDC 1200 compatible signaling

**“QUICK REFERENCE ITEMS”**

The following items serve as a quick reference for calculated prices based on the discounts listed on the “ITEM LISTING/PRICE PAGE”. The percentage discounts off list do not change but individual prices of items may change based on periodic catalogs published by the manufacturer.

The prices quoted are “net” unit price and an extended amount for each item. Prices shall include delivery and service to Upper and Lower Peninsulas. The percentage (%) of discount that was applied to the price list to calculate the net prices of items specified below MUST also be the same percentage of discount that shall apply to ALL items within the applicable category which are NOT indicated in the item listing. Only one percentage of discount from one catalog and/or price list will be allowed for each category. The respective discount(s) shall apply to any and all items purchased within the applicable category from this contract. Any new items should be available at the established discount rates of the respective categories.

Item	Unit	Description	Net Unit Price with Options
1.	EA	Category A Base Stations/Repeaters 136-174 Mhz  Brand: MA/COM Model: MASTR III with the following options with 25% discount reflected in prices below:  SXHMCX (\$4,437.00) + SXCA1S (\$427.50) + SXMN7F (\$29.25) + SXPS5G (\$543.75) + SXSU3A (\$187.50)	\$5,625.00
2.	EA	Category A Base Stations/Repeaters 403-470 Mhz  Brand: MA/COM Model: MASTR III with the following options with 25% discount reflected in prices below:  SXUMCX (\$5,187.00) + SXCA1S (\$427.50) + SXMN7F (\$29.25) + SXPS5G (\$543.75) + SXSU3A (\$187.50)	\$6,375.00

**“QUICK REFERENCE ITEMS”**  
Page 2 of 10

Item	Unit	Description	Net Unit Price with Options
3.	EA	Category A Base Stations/Repeaters 450-512 Mhz  Brand: MA/COM Model: MASTR III with the following options with 25% discount reflected in prices below:  SXWMCX (\$5,362.50) + SXCA1S (\$427.50) + SXMN7F (\$29.25) + SXPS5G (\$543.75) + SXSU3A (\$187.50)	\$ 6,550.50
4.	EA	Category A Base Stations/Repeaters 806-870 Mhz  Brand: MA/COM Model: MASTR III with the following options with 25% discount reflected in prices below:  SX8MCX (\$7,503.75) + SXCA1S (\$427.50) + SXMN7F (\$29.25) + SXPS5S (\$543.75) + SXSU3A (\$187.50)	\$8,541.76
5.	EA	Category A Base Stations/Repeaters 806-870 Mhz EDACS Compatible  Brand: MA/COM Model: MASTR III with the following options with 25% discount reflected in prices below:  SX8MTX (\$8,463.75) + SXMN3Y (\$18.75) + SXCA1D (\$1,012.50) + SXCN3A (\$450.00) + SXPS5S (\$543.75) + SXFN1A (\$337.50) + SXCN1Z (\$48.75) + SXCD5X (\$75.00) + SXCD7D (\$18.75) + SXCD7S (\$60.00) + SXAP7N (\$750.00)	\$11,778.75

**“QUICK REFERENCE ITEMS”**  
Page 3 of 10

Item	Unit	Description	Net Unit Price with Options
6.	EA	Category B Base Stations/Programmable Desktop 136-174 Mhz  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  DSDX01 (\$971.25) + DSCE3G (\$31.50) + D2HMCX (\$765.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25)	\$2,161.50
7.	EA	Category B Base Stations/Programmable Desktop 403-470  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  DSDX01 (\$971.25) + DSCE3G (\$31.50) + D2UMCX (\$840.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25)	\$2,236.50
8.	EA	Category B Base Stations/Programmable Desktop 450-512 Mhz  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  DSDX01 (\$971.25) + DSCE3G (\$31.50) + D2VMCX (\$840.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25)	\$2,236.50

**“QUICK REFERENCE ITEMS”**  
Page 4 of 10

Item	Unit	Description	Net Unit Price with Options
9.	EA	Category B Base Stations/Programmable Desktop 806-870 Mhz Conventional  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  DSDX01 (\$971.25) + DSCE3G (\$31.50) + D28MCX (\$1,365.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25)	\$2,761.50
10.	EA	Category B Base Stations/Programmable Desktop 806-870 Mhz EDACS Compatible  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  DSDX01 (\$971.25) + DSCE3G (\$31.50) + D28LTX (\$1,740.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25)	\$3,136.50
11.	EA	Category C Mobiles 136-174  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  D2HMCX (\$765.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25) + D2ZN1A (\$75.00)	\$1,233.75

**“QUICK REFERENCE ITEMS”**  
Page 5 of 10

Item	Unit	Description	Net Unit Price with Options
12.	EA	Category C Mobiles 403-470 Mhz  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  D2UMCX (\$840.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25) + D2ZN1A (\$75.00)	\$1,308.75
13.	EA	Category C Mobiles 450-512 Mhz  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  D2UMCX (\$840.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25) + D2ZN1A (\$75.00)	\$1,308.75
14.	EA	Category C Mobiles 806-870 Mhz Conventional  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  D28MCX (\$1,365.00) + D2CP5L (\$337.50) + D2MC3Z (\$56.25) + D2ZN1A (\$75.00)	\$1,833.75
15.	EA	Category C Mobiles 806-870 Mhz EDACS Compatible  Brand: MA/COM Model: 500M with the following options with 25% discount reflected in prices below: KE8MTD (\$973.50)	\$937.50

**“QUICK REFERENCE ITEMS”**  
Page 6 of 10

Item	Unit	Description	Net Unit Price with Options
16.	EA	Category C Mobiles 136-174  Brand: MA/COM Model: <b>Panther 605 M</b> with the following options with 25% discount reflected in prices below:  <b>GM605HC4X (\$442.50) + GMMC7M (\$45.00)</b>	<b>\$487.50</b>
17.	EA	Category C Mobiles 136-174  Brand: MA/COM Model: <b>KMC 300</b> with the following options with 25% discount reflected in prices below:  KMHMCD (\$525.00)	\$525.00
18.	EA	Category C Mobiles 403-470 Mhz  Brand: MA/COM Model: <b>Panther 605M</b> with the following options with 25% discount reflected in prices below:  <b>GM605SC4X (\$442.50) + GMMC7M (\$45.00)</b>	<b>\$487.50</b>
19.	EA	Category C Mobiles 403-470 Mhz  Brand: MA/COM Model: <b>KMC 300</b> with the following options with 25% discount reflected in prices below:  KMXMCD (\$525.00)	\$525.00

**“QUICK REFERENCE ITEMS”**  
Page 7 of 10

Item	Unit	Description	Net Unit Price with Options
20.	EA	Category C Mobiles 450-512 Mhz  Brand: MA/COM Model: <b>Panther 605M</b> with the following options with 25% discount reflected in prices below:  <b>GM605UC4X (\$442.50) + GMMC7M (\$45.00)</b>	<b>\$487.50</b>
21.	EA	Category C Mobiles 450-512 Mhz  Brand: MA/COM Model: KMC 300 with the following options with 25% discount reflected in prices below:  KMXMCD (\$525.00)	\$525.00
22.	EA	Category C Mobiles 806-870 Mhz EDACS Compatible  Brand: MA/COM Model: Orion with the following options with 25% discount reflected in prices below:  D28MTX (\$1,965) + D2CP5L (\$337.50) + D2MC3Z (\$56.25) + D2ZN1A (\$75.00)	\$2,433.75
23.	EA	Category D Handheld Portables 136-174 Mhz  Brand: MA/COM Model: MR-K with the following options with 25% discount reflected in prices below:  PK2HCX (\$1,020.00) + PKNC1C (\$15.00)	\$1,035.00

**“QUICK REFERENCE ITEMS”**  
Page 8 of 10

Item	Unit	Description	Net Unit Price with Options
24.	EA	Category D Handheld Portables 403-470 Mhz  Brand: MA/COM Model: MR-K with the following options with 25% discount reflected in prices below:  PK1XCX (\$982.50) + PKNC1G (\$15.00)	\$997.50
25.	EA	Category D Handheld Portables 470-512 Mhz  Brand: MA/COM Model: MR-K with the following options with 25% discount reflected in prices below:  PK1XCX (\$982.50) + PKNC1G (\$15.00)	\$997.50
26.	EA	Category D Handheld Portables 806-870 Mhz Conventional  Brand: MA/COM Model: MR-K with the following options with 25% discount reflected in prices below:  PK18CX (\$1,057.50) + PKNC1K (\$15.00)	\$1,072.50
27.	EA	Category D Handheld Portables 136-174 Mhz  Brand: MA/COM Model: <b>Panther 605P</b> with the following options with 25% discount reflected in prices below:  <b>GP605HTX (\$390.00) + GPNC5V (\$22.50)</b>	<b>\$412.50</b>

**“QUICK REFERENCE ITEMS”**  
Page 9 of 10

Item	Unit	Description	Net Unit Price with Options
28.	EA	Category D Handheld Portables 136-174 Mhz  Brand: MA/COM Model: <b>Panther 405P</b> with the following options with 25% discount reflected in prices below:  <b>GP405HTX (\$315.00) + GPNC5V (\$22.50)</b>	<b>\$337.50</b>
29.	EA	Category D Handheld Portables 403-470 Mhz  Brand: MA/COM Model: <b>Panther 605P</b> with the following options with 25% discount reflected in prices below:  <b>GP605STX (\$390.00) + GPNC5V (\$22.50)</b>	<b>\$412.50</b>
30.	EA	Category D Handheld Portables 403-470 Mhz  Brand: MA/COM Model: <b>Panther 405P</b> with the following options with 25% discount reflected in prices below:  <b>GP405STX (\$315.00) + GPNC5V (\$22.50)</b>	<b>\$337.50</b>
31.	EA	Category D Handheld Portables 470-512 Mhz  Brand: MA/COM Model: <b>Panther 605P</b> with the following options with 25% discount reflected in prices below:  <b>GP605UTX (\$390.00) + GPNC5V (\$22.50)</b>	<b>\$412.50</b>

**“QUICK REFERENCE ITEMS”**  
**Page 10 of 10**

Item	Unit	Description	Net Unit Price with Options
32.	EA	Category D Handheld Portables 470-512 Mhz  Brand: MA/COM Model: <b>Panther 405P</b> with the following options with 25% discount reflected in prices below:  <b>GP405UTX (\$315.00) + GPNC5V (\$22.50)</b>	<b>\$337.50</b>
33.	EA	Category D Handheld Portables 806-870 Mhz EDACS Compatible  Brand: MA/COM Model: <b>Jaguar 700P</b> with the following options with 25% discount reflected in prices below:  <b>HA8ESX (\$1,871.25) + HANC1K (\$15.00)</b>	\$1,886.25