

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

May 20, 2010

NOTICE
OF
CONTRACT NO. 071B0200124
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR E.F. Johnson Company 1440 Corporate Dr. Irving, TX 75038 Attention: Ed McGlinchey Email: emcglinchey@efji.com	TELEPHONE Ed McGlinchey (616) 974-1565
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Patty Bogard 2-way Radios - DIT	
CONTRACT PERIOD: From: April 12, 2010 To: January 19, 2013	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS HEREBY EXTENDED TO LOCAL UNITS OF GOVERNMENT.

Estimated Contract Value: \$500,000.00

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THIS IS NOT AN ORDER: The terms and conditions of this contract are enclosed.

FOR THE CONTRACTOR: <p style="text-align: center;">E.F. Johnson Company</p> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	FOR THE STATE: <p style="text-align: center;">Signature</p> <p style="text-align: center;">Steve Motz, IT Division Buyer</p> <hr/> <p style="text-align: center;">Name/Title</p> <p style="text-align: center;">IT Division, Purchasing Operations</p> <hr/> <p style="text-align: center;">Division</p> <hr/> <p style="text-align: center;">Date</p>
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DEFINITIONS

“Days” means calendar days unless otherwise specified.

“24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

“Additional Service” means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Audit Period” has the meaning given in **Section 2.093**.

“Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

“Blanket Purchase Order” is an alternate term for Contract and is used in the States computer system.

“Business Critical” means any function identified in any Statement of Work as Business Critical.

“Chronic Failure” is defined in any applicable Service Level Agreements.

“Deleted – Not Applicable” means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

“Deliverable” means physical goods, products and/or commodities as required or identified by a Statement of Work

“DMB” means the Michigan Department of Management and Budget

“Environmentally preferable products” means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

“Excusable Failure” has the meaning given in **Section 2.214**.

“Hazardous material” means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

“Incident” means any interruption in Services.

“Key Personnel” means any Personnel designated in **Section 1.031** as Key Personnel.

“MDIT” means the Michigan Department of Information Technology

“New Work” means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

“Post-Consumer Waste” means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

“Post-Industrial Waste” means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

“Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

“Reuse” means using a product or component of municipal solid waste in its original form more than once.

“RFP” means a Request for Proposal designed to solicit proposals for services.

“Services” means any function performed for the benefit of the State.

“Source reduction” means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

“State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

“Subcontractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

“Unauthorized Removal” means the Contractor’s removal of Key Personnel without the prior written consent of the State.

“Waste prevention” means source reduction and reuse, but not recycling.

“Waste reduction” or “pollution prevention” means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

“Work in Progress” means a Deliverable that has been partially prepared, but has not been presented to the State for acceptance.

“Work Product” refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



Article 1 – Statement of Work (SOW)

1.010 PROJECT IDENTIFICATION

1.011 Project Request

This contract provides the ability to purchase two-way radios, mobile data computers, software, accessories and related services for the Michigan Department of Information Technology (MDIT), Michigan Public Safety Communications System (MPSCS). Additionally, the Contractor will provide professional services, to include but not limited to: extended warranty, installation, maintenance, repair, and training services.

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.

This contract is available to MiDEAL purchasing members as identified in Article 2, Section 2.281 MiDEAL.

1.012 Background

Due to federal mandate, all VHF and UHF radios used by the State that are not narrow band capable will need to be replaced by 2012. Most of the communications equipment is now over 11 years old and has reached its end of life cycle. Replacement of this equipment is necessary as it is cost prohibited to continue making repairs.

Contractor will provide state agencies and local units of government including cities, villages, counties, townships, school districts, non-profit hospitals, and institutions of higher education a means to purchase two-way radios, mobile data computers, software, accessories and related services.

1.020 SCOPE OF WORK AND DELIVERABLES

1.021 In Scope

The following commodities and services categories (but not limited to) shall be considered in scope for the resulting contract:

- 1.0** FIXED STATIONS
 - 1.1** FIXED STATION ACCESSORIES
 - 1.2** FIXED STATION CONTROLS
 - 1.3** ANTENNA SYSTEMS
 - 1.4** RECEIVERS
 - 1.5** MICROWAVE
- 2.0** MOBILE RADIOS
 - 2.1** MOBILE ACCESSORY
- 3.0** PORTABLE RADIOS
- 4.0** PAGERS
 - 4.1** PAGING ENCODERS
- 5.0** SECURE SOLUTIONS
- 6.0** TRUNKED RADIO
- 7.0** FLASHPORT
- 8.0** DATA SYSTEMS
- 9.0** BROADBAND SOLUTIONS
- 10.0** BIOMETRICS
- 11.0** FIXED & MOBILE DATA
- 12.0** INTEGRATED SOLUTIONS (SOFTWARE)
- 13.0** PARTS & ACCESSORIES
- 14.0** PROFESSIONAL SERVICES
 - Extended Warranty
 - Installation



- Maintenance
- Repair
- Training services

See Attachment A for the complete list of products and services that are currently available through this contract.

1.022 Work and Deliverable

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Article 1 of this Contract.

1.022 (A) Product Requirements

1.022 (A.1) Specifications

All pre-approved MDIT commodities to be furnished hereunder are listed in Attachment A. Any additional items will require pre-approval by MPSCS, and submission the product specifications.

1.022 (A.2) Research and Development

Contractor shall invest in new product research and development to stay current with ongoing demands.

1.022 (A.3) Quality Assurance Program

The Contractor 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 test products prior to acceptance in accordance with Section 1.050 which have been received to verify compliance with specifications. It is agreed and acknowledged that once the State has tested a particular product(s) to verify compliance with the Contractor's published technical specifications and such verification occurs, the State has effectively accepted that product for purposes of compliance with specifications. A verified product shall then be subject to inspection only in accordance with Section 2.251(c). If after testing an unverified product, laboratory analysis shows that the product does not meet specifications, the State shall notify Contractor and provide detailed information regarding such analysis. The Contractor shall then conduct its own analysis and, if necessary, provide a mutually-agreeable plan to cure any verified non-compliance.

1.022 (A.4) Warranty for Products or Services

Contractor(s) will proceed expeditiously to complete the repair of any defect or failure reported by the State.



Product Warranty

The EF Johnson Technologies, Inc. group of companies, including E.F. Johnson Company, 3e Technologies International, Inc. and Transcript International, Inc. (hereinafter collectively referred to as "EFJohnson"), warrants to the original purchaser for use ("Buyer") that products manufactured by EFJohnson ("Products") are free from defects in material and workmanship and will conform to EFJohnson's published technical specifications for a period of, except as noted below, one (1) year from the date of shipment to Buyer. EFJohnson makes no warranty with respect to the equipment not manufactured by EFJohnson, and any such equipment shall carry the original equipment manufacturer's warranty only. EFJohnson further makes no warranty as to, and specifically disclaims liability for, availability, range, coverage, grade of service or operation of the repeater system provided by the carrier or repeater operator.

If any product fails to meet the Warranty set forth above during the applicable warranty period and is returned to a location designated by EFJohnson, EFJohnson, at its option, shall either repair or replace such defective Product, directly or through an authorized service agent, within thirty (30) days of receipt of same. No Products may be returned without the prior authorization from EFJohnson. Any repaired or replaced Products shall be warranted for the remainder of the original warranty period. Buyer shall pay all shipping and handling charges for returning all defective products to EFJohnson or EFJohnson's authorized service agent. Buyer is also responsible for other cost and expenses of transit and delivery, including all applicable taxes and duties. EFJohnson will pay the returned shipping charges if the product is repaired or replaced under warranty. Repair or replacement of defective Products as set forth in this paragraph fulfills any and all warranty obligations on the part of EFJohnson.

This warranty is void and EFJohnson shall not be obligated to replace or repair any Products if (i) the Product has been used in other than its normal and customary manner (ii) the Product has been subject to misuse, accident, neglect or damage or has been used with other than EFJohnson approved accessories and equipment or has been improperly installed, (iii) unauthorized alterations or repairs have been made or unapproved parts have been used with the Product, or (iv) Buyer failed to notify EFJohnson or EFJohnson authorized service agent of the defect during the applicable warranty period.

THE AFORESAID WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED AND IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EFJohnson AND BUYER AGREE THAT BUYER'S EXCLUSIVE REMEDY FOR ANY BREACH OF ANY SAID WARRANTIES IS AS SET FORTH ABOVE. BUYER AGREES THAT IN NO EVENT SHALL EFJohnson BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES WHETHER ON THE BASIS OF NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. The purpose of the exclusive remedies set forth above shall be to provide Buyer with repair or replacement of non-complying products in the manner provided above. These exclusive remedies shall not be deemed to have failed of their essential purpose so long as EFJohnson is willing and able to repair or replace non-complying Products in the manner set forth above.

Some states do not allow limitations or implied warranties so the above limitations may not be applicable. You may also have other rights which vary from state to state.

Exception

Thirty Day: Tuning and adjustment of portable and mobile radios

1.022 (A.5) Extended Warranty for Products or Services

Contractor may provide extended warranty options for a minimum of an additional 12 month period after the first year for the following categories:

- Mobile radios
- Hand Held Portables
- Base Stations/Repeaters
- Base Stations/Programmable Desktop
- Mobile Data Computers, etc.



A full listing of the extended warranties are available through this contract at the MSRP discount rates provided in Attachment A:

The standard product warranty provided in 1.022 (A.5) will apply to all extended warranties.

1.022 (A.6) Catalogs

Products

The official manufacturer's suggested retail price (MSRP) will be provided to the State as requested. The catalog shall contain a complete description of all available models within each category, manufacturer catalog and product numbers.

Professional Services

The Contractor's current list price for the professional services is identified in **Attachment A**. The price listed in Attachment A, will be reduced by the discount percentage provided in Attachment A.

1.022 (A.7) Service Manuals

All equipment must have a detailed service manual available for purchase. Detailed service manuals will include theory of operation, electronic schematics, and detailed parts diagrams.

1.022 (A.8) Environmental Requirements

See below, Contractors response to the environmental requirements.

Energy Efficiency Purchasing Policy – The State shall seek wherever possible to purchase energy efficient products. This may include giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable bids.

Environmental Purchasing Policy – The State of Michigan has committed to encourage the use of products and services that impact the environment less than competing products. This can be best accomplished by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution.

Environmental components that may be considered in Best Value Purchasing evaluation include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bio-accumulative. Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

I. Recycled Content and Recyclability

A. Recycled Packaging. Bidders may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that Bidders offer packaging which:

- a. is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard).
- b. minimizes or eliminates the use of polystyrene or other difficult to recycle materials. (N/A)
- c. minimizes or eliminates the use packaging and containers and, in the alternative, minimizes or eliminates the use of non-recyclable packaging and containers.(Yes)
- d. provides for a return program where packaging can be returned to a specific location for recycling. (No)
- e. contains materials which are easily recyclable in Michigan.(Yes)



All Bidders are requested to indicate below an estimate of the percentage of recycled materials, if any, contained in each item bid. Higher percentages of recycled materials are preferred. Product performance is paramount, whether containing recycled material or not; however, preference will be given to products that perform up to specification and are environmentally preferable without compromising quality.

___16___ % (Total estimated percentage of recovered material)

___20___ % (Estimated percentage of post-consumer material)

___0___ % (Estimated percentage of post-industrial waste)

Certification

I, ___N/A___ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

_____ (Initial)

II. Materials Identification and Tracking

A. Hazardous Material Identification. 'Hazardous material', as used in this clause, includes any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the contract).

(1) The bidder must list any hazardous material, as defined in §370.20 (a) of 40 CFR, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, enter 'None')	Identification Number
None	N/A

(2) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(3) The apparently successful bidder agrees to submit, for each item as required prior to award, a Material Safety Data Sheet for each hazardous material identified in paragraph (1) of this clause. Data shall be submitted in accordance with Section 312 of the federal Emergency Planning and Community Right-to-Know Act, whether or not the apparently successful bidder is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful bidder being considered non-responsive and ineligible for award.

B. Mercury Content. It is the clear intent of state agencies to avoid purchasing products that contain intentionally-added mercury whenever possible. Bidders shall offer mercury-free product alternatives whenever available. Should mercury-free alternatives not exist, as presently is the case with a few select products and devices such as fluorescent lamps or where the alternative is not yet cost competitive, such as dental amalgam, bidders shall offer the lowest mercury content available for a given application. Bidders shall disclose whenever products contain added-mercury by using the following format.

(___) Product contains added-Mercury (attach an explanation that includes: the amount or concentration of mercury and justification as to why this particular product is essential).

In addition, the Bidder shall also ensure that all products to be purchased containing intentionally added-mercury shall be labeled as: "product contains mercury/recycle or dispose of properly." For instances where space constraints limit the amount or size of print, the chemical symbol "Hg" followed by a picture of a trash container with a diagonal line through it shall suffice for labeling requirements.



BIDDERS PLEASE NOTE: Michigan Law prohibits the sale of mercury-containing thermostats, thermometers, sphygmomanometers (blood pressure monitors) and other types of medical devices. For specific details visit: http://www.michigan.gov/deq/0,1607,7-135-3307_29693_4175-160230--,00.html

C. Brominated Flame Retardants (BFR). Bidders shall disclose whether the products being offered contain toxic flame retardants. Bidders are encouraged to provide BFR-free alternatives when available.

Product does not contain BFR's

Product does contain BFR's (attach an explanation)

D. Ozone Depleting Substances

'Ozone-depleting substance', as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as:

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

'Warning: Contains (or manufactured with, if applicable) N/A (insert the name of the substance(s).), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.'

A. Clean Air and Water

Vendor certifies that any facility to be used in the performance of this contract has all the necessary environmental permits and is in consistent compliance with all applicable environmental requirements and has no outstanding unresolved violations.

The vendor will immediately notify the state, before award, of the receipt of any communication from the Environmental Protection Agency or any state environmental agency, of civil or criminal enforcement for any facility that the vendor proposes to use in the performance of this contract.

MS (Initial)

B. Emergency Planning and Community Right-to-Know Reporting - By signing this offer, the bidder certifies that:

(1) The owner or operator of each facility that will be used in the performance of this contract is in compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.). EPCRA filing and reporting requirements include emergency planning notification, release reporting, hazardous chemical inventory reporting, and toxic chemical release inventory (TRI) reporting.

(2) The owner or operator of each facility that will be used in the performance of this contract will maintain compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.) for the life of the contract.

MS (Initial)



1.022 (B) Service Capabilities

1.022 (B.1) Maintenance / Service / Equipment Repair / Replacement Parts

Contractor shall maintain and provide depot repair and/or service center support, including offering technical assistance, spare parts and accessories, for any discontinued equipment or parts thereof for a period of five (5) years following the date of discontinuance. *Should for unforeseen reasons replacement/repair parts not be available, EFJohnson will supply comparable product at equal price.*

If a Depot repair radio is not able to be repaired due to unavailability of parts or service information within the 5 year window, the Contractor will provide a comparable product a price comparable to repair costs.

The Contractor shall make available, a listing of all equipment replacement parts. Only new parts will be considered. That information shall include pricing information and applied discounts. Parts supply depot address(s) and contact person(s) name and phone numbers shall be included.

1.022 (B.2) Training

The Contractor will provide training to the State agencies at the agencies request. This training will include operational, technical, installation and product safety training. Contractors pricing for training is provided in the Professional Services worksheet of **Attachment A**.

EFJohnson Technologies
Training Course List Price

The Field Service & Training department is proud to announce our newly approved training cost model. We devised this model with our customers in mind for convenience and continuity.

Training modules will be conducted in day entities. Travel with airfare is built into this model and assumes the training days are consecutive. Add the total number of consecutive training days to calculate the on site training cost. (Course duration can be found in the course catalog or the EFJohnson Technologies web site.)

On site training costs

	1 Day	2 Day	3 Day	4 Day	5 Day	Weekend 1
Instructor	\$1,500.00	\$3,000.00	\$4,500.00	\$6,000.00	\$7,500.00	\$7,500.00
Material	\$535.00	\$535.00	\$535.00	\$535.00	\$535.00	\$535.00
Travel Days	\$665.00	\$665.00	\$665.00	\$665.00	\$700.00	\$665.00
Travel	\$1,600.00	\$2,100.00	\$2,600.00	\$3,100.00	\$3,600.00	\$4100.00
List Price	\$4,300.00	\$6,300.00	\$8,300.00	\$10,300.00	\$12,300.00	\$12,750.00
	Weekend 2	6 Day	7 Day	8 Day	9 Day	10 Day
Instructor	\$7,500.00	\$9,000.00	\$10,500.00	\$12,000.00	\$13,500.00	\$15,000.00
Material	\$535.00	\$1,035.00	\$1,035.00	\$1,035.00	\$1,035.00	\$1,035.00
Travel Days	\$665.00	\$665.00	\$665.00	\$665.00	\$665.00	\$665.00
Travel	\$4,500.00	\$5,000.00	\$5,500.00	\$6,000.00	\$6,500.00	\$7,000.00
List Price	\$13,200.00	\$15,700.00	\$17,700.00	\$19,700.00	\$21,700.00	\$23,700.00

This chart assumes consecutive training days. Maximum 10 students per course.

Training courses that are not scheduled back-to-back will use day one as the starting point.

Example: Customer requests two two-day training courses.

Scenario 1: Two two-day consecutive training courses (4 days = \$10,300)

Scenario 2: Two two-day non consecutive training courses

(2 day \$6,300 + 2 day \$6300 = \$12,600)

Training can be scheduled for up to 10 consecutive training days. This is the most economic package for our customers as they will incur only one airfare expense built into the model. In this case the instructor would stay at the travel location over the weekend. If training requires longer than 10 training days the instructor will travel home and return to the site at another date. Day one will be the starting point again to complete the required days.



Example: Customer requires training modules that equal 14 days of training. His training cost would be \$34,000. (10 day training, \$23,700 + 4 day training, \$10,300 = \$34,000)

On site training costs

Consecutive training days	Total Cost
• One	• \$4,300.00
• Two	• \$6,300.00
• Three	• \$8,300.00
• Four	• \$10,300.00
• Five	• \$12,300.00
• Six	• \$15,700.00
• Seven	• \$17,700.00
• Eight	• \$19,700.00
• Nine	• \$21,700.00
• Ten	• \$23,700.00

• This chart can be shared with EFJ customers.

In House / Resident Training

Training courses that are offered at our EFJohnson corporate location will be billed at \$500 per person, per day. Each course requires a collective minimum of four students. In many cases we can meet the minimum obligation by adding internal EFJ students. Courses and schedules will be posted on an as needed basis.

Webinars

We introduced our free training webinar to our dealers this year. This has been a successful program covering 5100 ES / 5300 ES Users Training, PC Configure Overview and Software Navigation, Conventional System Programming, SMARTNET/SmartZone System Programming, and P25 Trunking System Programming. We will continue to offer these webinars at least once per quarter. We will add additional webinar topics for 2009.

Questions / Feedback

Please contact the EFJ Training Team with any questions or feedback. We welcome your input.

Jim Nechamkin
 Director of Field Service & Training
 Ext. 2692

1.022 (B.3) RESERVED - Special Programs

1.022 (B.4) Security

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities; see section 2.090, Security.

1.022 (B.5) Reports

The Contractor will work with the State to agree on specific reporting requirements.

Contractor shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.



Contractor shall provide an itemized report of Contract usage by State agencies and/or local units of government. Such usage shall be reported upon request from the State. The format of the report(s) will be agreed to by the State and Contractor.

Contractor shall submit MiDEAL reports of purchasing activities to the DMB Purchasing Operations, on a quarterly basis. Reports shall include, at a minimum, an itemized listing of purchasing activities by each agency, with the agency name, and the total value of purchases for each agency, and a grand total of all purchases.

Within thirty (30) days after contract execution, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. Such reports may include:

- Contractor’s performance in each area of the Product Delivery and Professional Services;
 - for each area of the Professional Services, assess the degree to which Contractor has attained or failed to attain the pertinent objectives in that area, including on-time completion and delivery of Deliverables;
 - explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;
 - describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;
 - include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;
 - provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and Subcontractors) in performing the Project versus hours budgeted by Contractor.
 - set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.
 - include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract.
 - set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.

1.022 (B.6) Meetings

Within thirty (30) days after contract execution, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State’s request, Contractor shall prepare and circulate minutes within 5 business days of the meeting.

1.022 (B.7) Receiving Orders

The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

The contractor may receive orders through the following methods:

<p>EFJohnson Order Administration Irving, TX</p>	<p>Phone: 800-328-3911 Press 1 Fax: 972-819-2307 Email: orders@efji.com</p>
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1.022 (B.8) Customer Service

The Contractor’s customer service must respond to State agency inquiries within 2 business days. It is the preference of the State of Michigan that the Contractor provides a statewide toll-free number for customer service calls.



1.022 (C) Delivery Capabilities

1.022 (C.1) Terms and Time Frames

Prices shall be quoted **Free On Board (FOB) Delivered** with transportation charges prepaid on all orders. Other FOB terms **will not be accepted**.

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.

All orders/services shall be delivered throughout the State of Michigan no later than 45 calendar days FOB Delivered after receipt of order. Exceptions may be allowed, based on mutually agreed upon reasonable efforts, at the State's discretion based on quantity and complexity. The State is interested in both a standard delivery program and a quick-ship program.

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.

1.022 (C.2) Minimum Order

There shall be no minimum order requirement for the resulting contract(s).

1.022 (C.3) Packaging

The State reserves the right of final approval on packaging offered by the Contractor.

Each order shall be accompanied with a packing slip or invoice. The contractor will provide a detailed invoice within 30 days for shipment and repairs. 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.

1.022 (C.4) 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.

1.030 ROLES AND RESPONSIBILITIES

1.031 Contractor Staff, Roles, and Responsibilities

A list of authorized dealers and Contractor contact information is provided in **Attachment B**.

The Contractor will provide written notification to the State in the event of any add or removes to the authorized dealer list.

The Contractor will provide a **Single Point of Contact (SPOC)**. The duties of the SPOC shall include, but not be limited to:



- supporting the management of the Contract,
- facilitating dispute resolution, and
- advising the State of performance under the terms and conditions of the Contract.

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

The SPOC for this contract is:

Ed McGlinchey
Territory Sales Manager
EFJohnson Company
1812 Middleground Drive SE
Grand Rapids, MI 49546
616-974-1565 office
616-828-3465 mobile
emcglinchey@efji.com

If the State requests professional services during the term of this contract, the Contractor may be asked to provide a **Project Manager**. The duties of the Project Manager may include, but are not be limited to:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any
- Develop the project plan and schedule, and update as needed
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day project activities of the project team
- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Review all project deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare project documents and materials
- Manage and report on the project's budget

1.032 Onsite Work Requirements

1. Location of Work

Onsite professional services work is to be performed, completed, and managed at various locations throughout the State.

2. Hours of Operation:

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

3. Travel:

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
- b. Travel time will not be reimbursed.



4. Security and Background Check Requirements:
See Section 2.090.

1.031 State Staff, Roles, and Responsibilities

MDIT shall provide a Project Manager

Name	Agency/Division	Title
Tom Thompson	MDIT/MPSCS	Project Manager

MDIT shall provide a Contract Compliance Inspector whose duties shall include, but not limited to, supporting the management of the Contract.

Name	Agency/Division	Title
Patty Bogard	MDIT/Enterprise Portfolio Management Office	Contract Compliance Inspector

1.040 PROJECT PLAN MANAGEMENT

The following section will apply if the State requests professional services that require project management from the Contractor.

The Contractor will carry out this project under the direction and control of the MDIT, MPSCS.

Although there will be continuous liaison with the contractor team, the State project manager will meet with the Contractor’s project manager as needed, for the purpose of reviewing progress and providing necessary guidance to the contractor in solving problems that arise.

The Contractor will submit brief written summaries of progress as needed, which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real and anticipated, which should be brought to the attention of the MDIT project manager; and notification of any significant deviation from previously agreed upon work plans.

The Contractor will provide a Microsoft Project work plan, detailing the project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each. The plan shall be in the form of a graphic display, showing each event, task, and decision point in the work plan.

1.050 ACCEPTANCE

1.051 Criteria

All particular Deliverables (including particular Physical Deliverables and Written Deliverables) and Services received by the State for the first time shall be subject to acceptance in accordance with Sections 2.254, 2.255, 2.256, and 2.257.

After acceptance of a particular product, subsequent deliveries of the product will be subject to inspection by depot or the ordering agency within fourteen days from receipt in accordance with Section 2.251(c). Contractor and agency will mutually agree on the exchange or credit of the rejected product.

1.052 Final Acceptance

Final Acceptance of professional services will occur when the project is completed and functions according to the requirements specified in an applicable Statement of Work. Any intermediate acceptance of sub-Deliverables does not complete the requirement of Final Acceptance.

1.060 CONTRACT PRICING AND PAYMENT

**1.061 Contract Pricing**

This Contract is a unit price contract based on a percentage off the MSRP for products, and time and material or firm fixed price for professional services.

Prices quoted are **Free On Board (FOB) Delivered** with transportation charges prepaid on all orders. Other FOB terms **will not be accepted**.

Any new or replacement product shall be available at the negotiated discount rate, which will be based on the pricing of a comparable product line or series.

Quick Payment Terms: None

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.

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See www.michigan.gov/dmb for current rates.

1.062 Price Term

The MSRP Discount Percentage quoted in **Attachment A**, **shall remain fixed for the duration of the contract.**

The Professional Services Percentage of discount quoted in **Attachment A**, **shall remain fixed for the duration of the contract.**

Statements of Work and Issuance of Purchase Orders

The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

All purchase orders are subject to the terms and conditions of any contract resulting from this Request for Proposals. In the event of a conflict between a purchase order and the contract, the contract shall control.

If mailed, a purchase order is considered "issued" when the State deposits the order in the mail. Orders may be issued by facsimile, or by electronic commerce methods.

Invoicing

Contractor will submit properly itemized invoices to "Bill To" Address on Purchase Order. Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;



- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

The Contractor will make reasonable efforts to include all information on invoices since all information may not be available to E.F. Johnson. Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback - RESERVED



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period beginning **April 12, 2010** through **January 19, 2013**. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.130**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to **5** additional **1 year** periods.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. 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.

2.006 Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.



2.007 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 the Contract.

2.008 Form, Function & Utility

If the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

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

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Department of Management and Budget, Purchasing Operations (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Steve Motz

Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
motzs@michigan.gov
517-241-3215

2.022 Contract Compliance Inspector (CCI)

After DMB-PurchOps receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DMB Purchasing Operations.** The Contract Compliance Inspector for this Contract is:



Patty Bogard
Department of Information Technology
Constitution Hall, 1st Floor
525 W. Allegan St.
Lansing, MI 48933
bogardp@michigan.gov
517-335-4051

2.023 Project Manager

Tom Thompson
Department of Information Technology
4000 Collins Road
Lansing, MI
thompson8@michigan.gov
517-336-6618

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

**State:**

State of Michigan
Purchasing Operations
Attention:
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor: Attention General Counsel
Fax Number: (972) 819-0201
E.F. Johnson Company
1440 Corporate Dr.
Irving, TX 75038

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the table. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

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

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or 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 other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions



2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP 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 RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

**2.043 Services/Deliverables Covered**

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

(a) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(b) If a Statement of Work is issued under this Contract, it shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts as mutually agreed upon by the parties.

(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon. The schedule should show payment amount and should reflect actual goods delivered or 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.

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1The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

**2.048 Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050 Taxes**2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management**2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel’s employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor



provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLA(s) for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 Contract Management 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 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 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.



2.068 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor

2.071 Contractor full Responsibility

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted in time agreed upon by the parties.

2.073 Subcontractor bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

**2.081 Equipment**

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security**2.091 Background Checks**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested. The Contractor will be responsible for all costs associated with the background checks.

All Contractor personnel shall comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel shall comply with the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. The Contractor shall present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff shall comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements - RESERVED**2.100 Confidentiality****2.101 Confidentiality**

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its



performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably



interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

- (a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.
- (b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables



provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.
- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.



(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

2.122 Warranty of Title

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall make best efforts to deliver products free of any rightful claim of any third person by of infringement or the like. However, should a third party make a patent infringement claim, the State and Contractor shall resolve the claim in accordance with **Section 2.144** below.

2.123 Equipment Warranty

See Article 1, Section 1.022 (A.4)

2.124 Equipment to be New

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.125 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 Purchasing Operations has approved a change order pursuant to **Section 2.024**.

2.126 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must 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 the 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 under this Contract.

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

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.



The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

- 1. Commercial General Liability with the following minimum coverage:
 \$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

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 certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 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 certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must 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

- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).



6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$5,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB-PurchOps, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. The Contractor will make reasonable efforts within 20 days before the insurance expiration to provide the evidence described above. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.



2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must 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 benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, 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 provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees 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 the 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 the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the 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.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.



2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches 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.

**2.152 Termination for Cause**

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must 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 Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

- (a) 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 Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.



(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor



2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 60 days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145**.

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from



transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.130**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.150**.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.



2.192 Informal Dispute Resolution

- (a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:
- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.
 - (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
 - (iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.
- (b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**
- (c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her 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 disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.



2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must 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 under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages.

The Contractor's liability for damages to the State is limited to the price of the Equipment, Software, or services with respect to which losses or damages are claimed. This limitation of liability does not apply to claims for infringement of United States patent, copyright, or trademark; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does 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.

The State's liability for damages to the Contractor is limited to the value of the Contract.



2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purch-Ops.
- (2) Contractor must also notify DMB Purch-Ops within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor must also notify DMB Purch-Ops within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;



- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLA(s))

- (a) If the State and Contractor negotiate and mutually agree on a Service Level Agreement for products or service, the following operational considerations will be taken into consideration:
 - (i) SLA(s) will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (ii) SLA(s) will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (iii) SLA(s) will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
 - (iv) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.



2.243 Liquidated Damages

If a Statement of Work is issued under this Contract, it shall list (or indicate by reference to the appropriate Contract Exhibit) the timeline for Services/Deliverables, equipment and commodities to be provided, and the associated performance milestones as mutually agreed upon by the parties. Under these circumstances, the parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work, liquidated damages may be assessed as mutually-agreed upon in the applicable Statement of Work.:

(b) Other Remedies: The assessment and collection of Liquidated Damages for compliance with section 2.242 shall not be construed to limit in any way any other legal or equitable remedies of the State for such Failure to Comply (including, without limitation, the right to terminate this Contract for cause), except that the State's right to seek actual damages shall be as set forth below. The State may seek actual damages for any Failure to Comply described above (regardless of whether the State terminates this Contract), if in the State's judgment it is possible to fix actual damages for such Failure to Comply; provided, however, that if the State commences an action or proceeding seeking actual damages for any such Failure to Comply, the State will be entitled to receive only the amount of actual damages awarded in such action or proceeding (after the exhaustion of all appeals) or agreed to by the State and the Contractor in a written settlement agreement.

The State may retain any applicable Liquidated Damages collected for such Failure to Comply pending final determination in such action or proceeding of the amount of actual damages to which the State is entitled. Such Liquidated Damages will be applied by the State as a credit against the amount of actual damages to which the State becomes entitled is less than the liquidated damages collected by the State for such Failure to Comply, the State will promptly refund the difference to the Contractor.

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of



termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Acceptance of Deliverables

See Article 1, Section 1.051 (Criteria) for additional detail.

2.251 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under this Contract.

(a) Shipment responsibilities - Services performed/Deliverables provided under this Contract must be delivered "FOB Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.

(b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.

(c) Damage Disputes - At the time of delivery to State Locations, the State must examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within fourteen days of receipt. Any damage must be reported to the Contractor within five days of inspection.

2.252 Delivery of Deliverables

Where applicable and agreed-upon by the parties, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good or product ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written acceptance and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

2.253 Testing

(a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor must certify to the State that (1) it has performed the quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during the quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and acceptance, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

(b) If a Deliverable includes installation at a State Location, then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and acceptance. To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing.



2.254 Acceptance of Deliverables, In General

- (a) All particular Deliverables (including particular Physical Deliverables and Written Deliverables) and Services received by the State for the first time require formal written acceptance by the State, according to the following procedures. Formal acceptance by the State requires the State to confirm in writing within 30 days from receipt that the Deliverable meets the Contractor's technical specifications. If notice is not received within 30 days from receipt of acceptance or rejection, the Deliverables and Services shall be deemed accepted. Formal acceptance may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The acceptance process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.
- (b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.
- (c) After the initial Testing and acceptance has been completed of a particular Deliverable/Services, the State may inspect subsequent deliveries of the same Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies within seven days of receipt. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service if notice is given to Contractor within five days of inspection without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.253**.
- (d) The State will accept in writing a Deliverable/Service received by the State for the first time in accordance with an applicable Statement of Work after confirming that it conforms to and performs according to its specifications without material deficiency within 30 days after receipt of the Deliverable/Service. If notice is not received within 30 days after receipt of acceptance or rejection, the Deliverable/Service shall be deemed accepted. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-acceptance. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State acceptance.
- (e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service in any applicable Statement of Work, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.
- (f) The State, at any time within 30 days after receipt and in its reasonable discretion, may halt the testing or acceptance process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If notice is not given within the 30 days after receipt, the Deliverable/Service shall be deemed accepted. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor within seven days of notice to Contractor for correction and re-delivery before resuming the testing or acceptance process.



2.255 Process For Acceptance of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not state the State Review Period, it is by default five Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than 100 pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable before its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected before acceptance of the Deliverable (or at the State's election, after acceptance of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.256 Process for Acceptance of Services

The State Review Period for acceptance of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before acceptance of the Services (or at the State's election, after acceptance of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.257 Process for Acceptance of Physical Deliverables

The State Review Period for acceptance of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before acceptance of the Deliverable (or at the State's election, after acceptance of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.258 Final Acceptance

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted if applicable. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership

2.261 Ownership of Work Product by State

If a SOW is entered into by the State and the Contractor that includes works made for hire designed and/or developed by the Contractor exclusively for the State, the State shall own the Deliverables. Further, the State shall own all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.



2.262 Vesting of Rights

With the sole exception of any preexisting licensed works identified in a SOW entered into by the State and the Contractor including works made for hire, the Contractor assigns, and upon creation of each Deliverable, including such works made for hire, automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.263 Rights in Data

(a) The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

(b) The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards

2.271 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's acceptance must be done according to applicable State procedures, including security, access and configuration management procedures.



2.280 Extended Purchasing

2.281 MiDEAL

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The Bidder must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to contract terms.

THIS CONTRACT IS AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS.

Please Visit Mi DEAL at www.michigan.gov/buymichiganfirst under MiDeal.

2.282 State Employee Purchases

The State allows State employees to purchase from this Contract. Unless otherwise stated, it is the responsibility of the Contractor to ensure that the State employee is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and Deliverables at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor must send its invoices to and pay the State employee on a direct and individual basis.

To the extent that authorized State employees purchase quantities of Services or Deliverables under this Contract, the quantities of Services and/or Deliverables purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

2.290 Environmental Provision

2.291 Environmental Provision

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified ‘Energy Star’ products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution.

Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

**Hazardous Materials:**

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA(s) for the affected Work will not be counted in time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance:

Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).



Attachment A – Pricing Matrix

EF JOHNSON PRODUCT LIST

SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE <small>(Purchased with model)</small>	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Dash Mount » 700/800 MHz » Control Head w/ Palm Mic » Accessory Cable » P25 Protocol » Conventional / P25 Trunking » 512 Channels/Talkgroups	7/800MHz	242-547G-201-AFAB6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Dash Mount » 700/800 MHz » Control Head w/ Palm Mic » Accessory Cable » P25 Protocol » Conventional / P25 Trunking » 256 Channels/Talkgroups	7/800MHz	242-547G-201-AFAH6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Dash Mount » 700/800 MHz » Lightning Control Head w/ Palm Mic » Accessory Cable » P25 Protocol » Conventional / P25 Trunking » 512 Channels/Talkgroups	7/800MHz	242-547G-20A-AFAB6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Remote Mount » 700/800 MHz » Control Head w/ Palm Mic » Single Remote / Accessory Cable » P25 Protocol » Conventional / P25 Trunking » 512 Channels/Talkgroups	7/800MHz	242-547H-201-RFAB6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Remote Mount » 700/800 MHz » Lightning Control Head w/ Palm Mic » Single Remote / Accessory Cable » P25 Protocol » Conventional / P25 Trunking » 512 Channels/Talkgroups	7/800MHz	242-547H-20E-RFAB6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Remote Mount » 700/800 MHz » Handheld Controller » Single Remote / Accessory Cable » P25 Protocol » Conventional / P25 Trunking » 512 Channels/Talkgroups	7/800MHz	242-547H-205-RFAB6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Remote Mount » 700/800 MHz » Dual Control Head » Dual Remote / Accessory/Data (DB9) / Siren Cable » P25 Protocol » Conventional / P25 Trunking » 512 Channels/Talkgroups	7/800MHz	242-547H-206-TFAB6	15.0%	15.0%	\$ 475.00	YES	YES



EF JOHNSON PRODUCT LIST

SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE <small>(Purchased with model)</small>	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Remote Mount » 700/800 MHz » Dual Lightning Control Head » Dual Remote / Accessory/Data (DB9) / Siren Cable » P25 Protocol » Conventional / P25 Trunking » 512 Channels/Talkgroups	7/800MHz	242-547H-20G-TFAB6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	5300 ES Mobile » Dash Mount » 700/800 MHz » Lightning Control Head w/ Palm Mic » Accessory Cable » P25 Protocol » Conventional / P25 Trunking » 864 Channels/Talkgroups	7/800MHz	242-537G-20A-AFAN6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	5300 ES Mobile » Remote Mount » 700/800 MHz » Lightning Control Head w/ Palm Mic » Single Remote / Accessory Cable » P25 Protocol » Conventional / P25 Trunking » 864 Channels/Talkgroups	7/800MHz	242-537H-20E-RFAN6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Dash Mount » VHF 50 Watt » Lightning Control Head w/ Palm Mic » Accessory Cable » P25 Protocol » Conventional System » 256 Channels/Talkgroups	VHF	242-541G-20A-AAAH6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Dash Mount » VHF 50 Watt » Control Head w/ Palm Mic » Accessory Cable » Analog FM Protocol » Conventional System » 256 Channels/Talkgroups	VHF	242-541G-801-AAAH6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Dash Mount » VHF 50 Watt » Lightning Control Head w/ Palm Mic » Accessory Cable » Analog FM Protocol » Conventional System » 256 Channels/Talkgroups	VHF	242-541G-80A-AAAH6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Remote Mount » VHF 50 Watt » Control Head w/ Palm Mic » Single Remote / Accessory Cable » Analog FM Protocol » Conventional System » 256 Channels/Talkgroups	VHF	242-541H-801-RAAH6	15.0%	15.0%	\$ 475.00	YES	YES



EF JOHNSON PRODUCT LIST

SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE <small>(Purchased with model)</small>	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Remote Mount » VHF 50 Watt » Lightning Control Head w/ Palm Mic » Single Remote / Accessory Cable » Analog FM Protocol » Conventional System » 256 Channels/Talkgroups	VHF	242-541H-80E-RAAH6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Dash Mount » UHF » Control Head w/ Palm Mic » Accessory Cable » P25 Protocol » Conventional System » 256 Channels/Talkgroups	UHF	242-546C-201-AAAH6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Dash Mount » UHF » Lightning Control Head w/ Palm Mic » Accessory Cable » P25 Protocol » Conventional System » 256 Channels/Talkgroups	UHF	242-546C-20A-AAAH6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Dash Mount » UHF » Control Head w/ Palm Mic » Accessory Cable » Analog FM Protocol » Conventional System » 256 Channels/Talkgroups	UHF	242-546C-801-AAAH6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Dash Mount » UHF » Lightning Control Head w/ Palm Mic » Accessory Cable » Analog FM Protocol » Conventional System » 256 Channels/Talkgroups	UHF	242-546C-80A-AAAH6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Remote Mount » UHF » Lightning Control Head w/ Palm Mic » Single Remote / Accessory Cable » P25 Protocol » Conventional System » 256 Channels/Talkgroups	UHF	242-546D-20E-RAAH6	15.0%	15.0%	\$ 475.00	YES	YES
2.0 - MOBILE RADIOS	EF JOHNSON	53SL ES Mobile » Remote Mount » VHF 50 Watt » Lightning Control Head w/ Palm Mic » Single Remote / Accessory Cable » P25 Protocol » Conventional System » 256 Channels/Talkgroups	VHF	242-541H-20E-RAAH6	15.0%	15.0%	\$ 475.00	YES	YES
2.1 - MOBILE ACCESSORY	EF JOHNSON	Standard Microphone		250-0740-310	15.0%	15.0%	\$ -	N/A	N/A
2.1 - MOBILE ACCESSORY	EF JOHNSON	Noise cancelling, weather resistant microphone		589-0016-592	15.0%	15.0%	\$ -	N/A	N/A



EF JOHNSON PRODUCT LIST

SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE (Purchased with model)	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
2.1 - MOBILE ACCESSORY	EF JOHNSON	5" remote speaker, environmentally sealed		250-0151-006	15.0%	15.0%	\$ -	N/A	N/A
2.1 - MOBILE ACCESSORY	EF JOHNSON	5" Remote Speaker, environmentally sealed, with connector (Required for Hand Held Controller)		250-0151-005	15.0%	15.0%	\$ -	N/A	N/A
2.1 - MOBILE ACCESSORY	EF JOHNSON	Mobile Accessory Kit 1 Includes 762-870 MHz low profile, roof mount, broadband antenna kit, 2-year extended warranty 501-0012-020 299-0045-013		Mobile Kit 1	15.0%	0.0%	\$ -	N/A	N/A
3.0 - PORTABLE RADIOS	EF JOHNSON	51SL ES Portable » Model II » 700/800 MHz » 700/800 MHz Half Wave Antenna » Extra-High Capacity Battery Pack, NiMH, Immersion » Black Housing » P25 Protocol » Conventional / P25 Trunking » 512 Channels/Talkgroups	700/800	242-527B-830KA6	15.0%	15.0%	\$ 475.00	YES	YES
3.0 - PORTABLE RADIOS	EF JOHNSON	51SL ES Portable » Model II » 700/800 MHz » 700/800 MHz Half Wave Antenna » Extra-High Capacity Battery Pack, NiMH, Immersion » Black Housing » P25 Protocol » Conventional / P25 Trunking » 256 Channels/Talkgroups	700/800	242-527B-830KJ6	15.0%	15.0%	\$ 475.00	YES	YES
3.0 - PORTABLE RADIOS	EF JOHNSON	51SL ES Portable » Model II » FM IS » 700/800 MHz » 700/800 MHz Half Wave Antenna » Extra-High Capacity Battery Pack, NiMH, Immersion and FM IS » Black Immersion Housing » P25 Protocol » Conventional / P25 Trunking » 512 Channels/Talkgroups	700/800	242-527E-873KA6	15.0%	15.0%	\$ 475.00	YES	YES
3.0 - PORTABLE RADIOS	EF JOHNSON	51SL ES Portable » Model III » FM IS » 700/800 MHz » 700/800 MHz Half Wave Antenna » Extra-High Capacity Battery Pack, NiMH, Immersion and FM IS » Black Immersion Housing » P25 Protocol » Conventional / P25 Trunking » 512 Channels/Talkgroups	700/800	242-527F-873KA6	15.0%	15.0%	\$ 475.00	YES	YES



EF JOHNSON PRODUCT LIST

SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE <small>(Purchased with model)</small>	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
3.0 - PORTABLE RADIOS	EF JOHNSON	5100 ES Portable » Model II » FM IS » 700/800 MHz » 700/800 MHz Half Wave Antenna » Extra-High Capacity Battery Pack, NiMH, Immersion and FM IS » Black Immersion Housing » P25 Protocol » Conventional / P25 Trunking » 864 Channels/Talkgroups	700/800	517E-873-25-82	15.0%	15.0%	\$ 475.00	YES	YES
3.0 - PORTABLE RADIOS	EF JOHNSON	5100 ES Portable » Model III » FM IS » 700/800 MHz » 700/800 MHz Half Wave Antenna » Extra-High Capacity Battery Pack, NiMH, Immersion and FM IS » Black Immersion Housing » P25 Protocol » Conventional / P25 Trunking » 864 Channels/Talkgroups	700/800	517F-873-25-82	15.0%	15.0%	\$ 475.00	YES	YES
3.0 - PORTABLE RADIOS	EF JOHNSON	51SL ES Portable » Model I » 700/800 MHz » 700/800 MHz Half Wave Antenna » Extra-High Capacity Battery Pack, NiMH, Immersion » Black Housing » P25 Protocol » Conventional / P25 Trunking » 48 Channels/Talkgroups	700/800	242-527A-830KL6	15.0%	15.0%	\$ 475.00	YES	YES
3.0 - PORTABLE RADIOS	EF JOHNSON	51SL ES Portable » Model I » VHF » 136-174 MHz Antenna » Extra-High Capacity Battery Pack, NiMH, Immersion » Black Housing » P25 Protocol » Conventional System » 48 Channels/Talkgroups	VHF	242-521A-630BZ6	15.0%	15.0%	\$ 475.00	YES	YES
3.0 - PORTABLE RADIOS	EF JOHNSON	51SL ES Portable » Model I » VHF » 136-174 MHz Antenna » Extra-High Capacity Battery Pack, NiMH, Immersion » Black Housing » Analog FM Protocol » Conventional System » 48 Channels/Talkgroups	VHF	242-521A-630AG6	15.0%	15.0%	\$ 475.00	YES	YES
3.0 - PORTABLE RADIOS	EF JOHNSON	51SL ES Portable » Model II » VHF » 136-174 MHz Antenna » Extra-High Capacity Battery Pack, NiMH, Immersion » Black Housing » P25 Protocol » Conventional System » 256 Channels/Talkgroups	VHF	242-521B-630CD6	15.0%	15.0%	\$ 475.00	YES	YES



EF JOHNSON PRODUCT LIST

SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE (Purchased with model)	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
3.0 - PORTABLE RADIOS	EF JOHNSON	51SL ES Portable » Model II » UHF » 380-520 MHz Antenna » Extra-High Capacity Battery Pack, NiMH, Immersion » Black Housing » P25 Protocol » Conventional System » 256 Channels/Talkgroups	UHF	242-522B-430CD6	15.0%	15.0%	\$ 475.00	YES	YES
3.0 - PORTABLE RADIOS	EF JOHNSON	51SL ES Portable » Model II » UHF » 380-520 MHz Antenna » Extra-High Capacity Battery Pack, NiMH, Immersion » Black Housing » Analog FM Protocol » Conventional System » 256 Channels/Talkgroups	UHF	242-522B-430AL6	15.0%	15.0%	\$ 475.00	YES	YES
3.0 - PORTABLE RADIOS	EF JOHNSON	51SL ES Portable » Model I » UHF » 380-520 MHz Antenna » Extra-High Capacity Battery Pack, NiMH, Immersion » Black Housing » Analog FM Protocol » Conventional System » 48 Channels/Talkgroups	UHF	242-522A-430AG6	15.0%	15.0%	\$ 475.00	YES	YES
3.0 - PORTABLE RADIOS	EF JOHNSON	51SL ES Portable » Model I » UHF » 380-520 MHz Antenna » Extra-High Capacity Battery Pack, NiMH, Immersion » Black Housing » P25 Protocol » Conventional System » 48 Channels/Talkgroups	UHF	242-522A-430BZ6	15.0%	15.0%	\$ 475.00	YES	YES
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Portable Accessory Kit 1 includes speaker microphone (intrinsically safe), tri-chemistry charger/conditioner with switched power supply, rapid rate, 2-year extended warranty 589-0015-057 250-5100-315 299-0045-013		Portable Kit 1	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Portable Accessory Kit 2 includes Public Safety Speaker Microphone (must order antenna separately), 700/800 MHz, 1/4 wave whip, Tri-chemistry charger/conditioner with switched power supply, rapid rate, 2-year extended warranty 589-0015-058501-0105-012250-5100-315299-0045-013		Portable Kit 2	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Accessory Cable		597-5357-701	15.0%	15.0%	\$ -	N/A	N/A



EF JOHNSON PRODUCT LIST

SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE <small>(Purchased with model)</small>	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Single Remote / Accessory Cable		597-5357-706	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	UDDI / Single Remote / Accessory Cable		597-5357-736	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Single Remote / Accessory / Data (DB9) / Siren Cable		597-5357-716	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Dual Remote / Accessory / Data (DB9) / Siren Cable		597-5357-741	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	3rd Party DB-25 / Accessory Cable		597-5357-746	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 ES Power Cable		597-5357-756	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Standard ES Series Mounting Bracket Kit		023-5300-012	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Low Profile ES Series Mounting Bracket Kit		023-5300-013	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Remote Control Head Mounting Bracket		017-2226-050	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Mounting Bracket for 100W Radio		017-9700-009	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Motorcycle Box, Black, Harley Davidson®		508-4000-005	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Motorcycle Box, White, Harley Davidson®		508-4000-007	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	VHF & UHF tunable 1/4 wave whip roof-mount antenna with "N" connector (No adapter required)		501-0012-001	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	VHF & UHF tunable 1/4 wave whip magnetic base antenna		501-0012-011	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	762-870 MHz low profile, roof mount, broadband Antenna Kit		501-0012-020	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	HandHeld Controller 17' Remote Cable		597-2002-267	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 ES Remote Control Head Conversion Kit, Single or Dual (Includes ES remote shroud with blank faceplate, mounting bracket, 17' remote cable, and single / remote accessory cable)		250-5300-002	15.0%	15.0%	\$ -	N/A	N/A



EF JOHNSON PRODUCT LIST

SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE <small>(Purchased with model)</small>	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 ES remote control head kit for second control head (Includes ES remote control head and mounting bracket) - requires remote or dual-remote 60-pin cable and 6', 17', or 50' remote cable		250-5300-003	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	HandHeld Controller (HHC) Kit for 5300ES Includes HHC, Junction box, and Cable. Requires remote speaker 250-0151-005. (Must order separately.)		250-5300-103	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 ES Key Cap Kit		587-5357-516	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 Remote cable - 6'		597-5357-775-01	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 ES Remote Cable - 17'		597-5357-775-02	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 ES Remote Cable - 50'		597-5357-775-03	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Removal tool for 5300 ES control head and 5100 ES Chassis		721-5100-010	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	15 amp 120V Power Supply with cabinet and radio power cable		250-4001-202	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	15 amp 220V Power Supply with cabinet and radio power cable		250-4001-204	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	30 amp 120V Power Supply with cabinet and radio power cable (for 100W VHF radios)		250-5300-212	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 Series Advanced Desktop Microphone		589-0012-023	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Base Station Kit for 5300 radio		585-5300-100	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Programming Kit including software and cable		585-5300-102	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Tone Remote, Handset, 8 ch, 2 character display		585-5300-104	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Tone Remote, Desk Mic, 8 ch, 2 character display		585-5300-106	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Tone Termination Panel Interface between 5300 and tone remote		585-5300-108	15.0%	15.0%	\$ -	N/A	N/A



EF JOHNSON PRODUCT LIST

SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE <small>(Purchased with model)</small>	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Parallel TX/Notch Filter option (1 per tone remote for multiple tone remotes per station)		585-5300-110	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Interface Cable to connect tone termination panel to 5300		585-5300-112	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Clock VU MTR, Remote Option 610, IDA 431-RBC-610		585-5300-114	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	4-Wire, Remote Option 611, IDA 431-RBC-611		585-5300-116	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Supervisor / ALT LN, Remote Option 612, IDA 431-RBC-612		585-5300-118	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	12V Battery Cable, Remote Option 614, IDA 431-RBC-614		585-5300-120	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	2nd Line / SUM Audio, Remote Option 615, IDA 431-RBC-615		585-5300-122	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	One Touch TX, Remote Option 616, IDA 431-RBC-616		585-5300-124	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	99 Channel Remote Option 617, IDA 431-RBC-617		585-5300-126	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	99 Channel DTMF, Remote Option 618, IDA 431-RBC-618		585-5300-128	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Alpha Numeric display, Remote Option 620, IDA 431-RBC-620		585-5300-130	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Multi-line Remote Interface, 8-line, IDA 20-88-M02 (for loading encryption keys)		585-5300-132	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 ES Series Service Manual CD		001-5300-7000CD	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 ES Series Installation Manual - Dash Mount		004-5300-710-01	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 ES Series Installation Manual - Remote Mount		004-5300-730-01	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 ES Series Installation Manual - Motorcycle Mount		004-5300-750-00	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 ES HHC Quick Reference Guide		002-5300-715-00	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 ES Operating Manual CD		002-5300-700-02CD	15.0%	15.0%	\$ -	N/A	N/A



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SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE <small>(Purchased with model)</small>	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300ES Quick Reference Guide		002-5300-720-00	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	53SL ES Operating Manual CD		002-5400-700-02CD	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	53SL ES Quick Reference Guide		002-5400-720-01	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Ascend Mobile ES Operating Manual CD		002-5500-790-02CD	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Ascend Mobile ES Quick Reference Guide		002-5500-720-00	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Speaker Microphone (Instinsically Safe)		589-0015-057	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Speaker Microphone with Emergency button		589-0015-054	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Speaker Microphone (immersion capable)		589-0015-056	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Public Safety Speaker Microphone (Must order antenna separately)		589-0015-058	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Discover™ GPS Speaker Microphone (P25/Analog - includes mini USB cable for charging the unit, programming software, and manual)		589-0015-063	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Discover™ GPS Speaker Microphone (Analog only - includes mini USB cable for charging the unit, programming software, and manual)		589-0015-062	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	External drop in battery charger for Discover mic		585-0015-063	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	110 volt wall battery charger for Discover mic		585-0015-062	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	12 VDC Lighter Plug Charger for Discover mic		585-0015-064	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Spare Battery for Discover mic		587-0015-063	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Spare USB Cable for Discover mic		597-0015-063	15.0%	15.0%	\$ -	N/A	N/A



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SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE <small>(Purchased with model)</small>	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Accessory Kit, includes car & home charger, 2 USB cable and extra battery for Discover mic		585-0015-065	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Google Earth software version 2.43 for Discover mic		589-0015-064	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Accessory Adapter w/3.5 mm jack		589-5100-051	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Lightweight Headset/ In-Line PTT (requires 589-5100-051 adapter)		589-0015-059	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Coil Cord Earphone/ Right Angle Plug (requires 589-0015-057 speaker microphone)		589-5100-057	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Coil Cord Earphone/ Straight Plug (requires 589-0015-057 speaker mic; not compatible with 589-0015-056)		589-5100-059	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	2-Wire Palm Mic Kit (requires 589-5100-051 adapter)		589-5100-055	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	3-Wire Lapel Microphone Kit (requires 589-5100-051 adapter)		589-5100-056	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Throat mic w/built in PTT & 5100 connector w/ Velcro strap (requires speaker option 589-5100-078 or -079)		589-5100-076	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Throat mic w/built in PTT & 3.5mm connector w/ Velcro strap (requires speaker option 589-5100-078 or -079 and 3.5mm adapter 589-5100-051)		589-5100-080	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Throat mic with 80mm body PTT, IS (requires speaker option 589-5100-078 or -079)		589-5100-077	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	D-Loop on-ear speaker for Throat Mic		589-5100-078	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Survelence speaker for Throat Mic		589-5100-079	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	VHF, 136-174 MHz, dipole, Red Core (wideband)		501-0017-110	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	VHF, 136-151 MHz, Helical, Yellow Core		501-0017-101	15.0%	15.0%	\$ -	N/A	N/A



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SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE <small>(Purchased with model)</small>	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
13.0 - PARTS & ACCESSORIES	EF JOHNSON	VHF 151-162 MHz, Helical, black core		501-0017-103	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	VHF, 162-174 MHz, Helical, blue core		501-0017-105	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	UHF 380-520 MHz, 1/4 wave whip		501-0017-107	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	700/800 MHz, 1/2 wave whip		501-0105-073	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	700/800 MHz, 1/4 wave whip		501-0105-012	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	NiMH Extra-High Capacity Battery Pack, Immersion Rated		587-5100-362	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	NiMH Extra-High Capacity Battery Pack, Immersion Rated, FM IS		587-5100-363	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Lilon Ultra-High Capacity Battery Pack, Immersion Rated		587-5100-364	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Alkaline Clamshell Assembly (High Visibility Orange)		250-5100-280	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Alkaline Clamshell Assembly (Black)		250-5100-281	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Knob Kit #1, Round channel/round flat volume		250-5100-010	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Knob Kit #2, Blade channel/round volume		250-5100-011	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Charger Kit, Non-Switching Power Supply, USA A/C Cord (NiMH and NiCad only)		250-5100-235	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Tri-Chemistry Charger/Conditioner with Switched Power Supply, Rapid Rate		250-5100-315	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Multi-bay Tri-Chemistry Charger Base, 6 Docks, Normal Rate		250-5100-360	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Multi-bay Tri-Chemistry Charger Base, 4 Docks, Rapid Rate		250-5100-365	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Wall-Mount Bracket for Multi-Unit Charger Kit		585-5100-245	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Linear Power Supply, Input 120V AC, Output 24V DC @ 1amp (for -235 Charger)		585-5100-220	15.0%	15.0%	\$ -	N/A	N/A



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SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE <small>(Purchased with model)</small>	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Tri-Chemistry Single Unit Charger/Conditioner Dock without Power Supply		585-5100-315	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Docking Station for Tri-Chemistry Multi-Bay Charger/Conditioner without Power Supply		585-5100-360	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Switched Power Supply for Single Tri-Chemistry Charger/Conditioner		585-5100-330	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Switched Power Supply for Multi-Bay Tri-Chemistry Charger/Conditioner		585-5100-350	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Leather Case, Model I, Belt Flap		585-5100-14001	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Leather Case, Model I, D-Swivel Belt Loop		585-5100-14002	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Leather Case, Model II / III, Belt Flap		585-5100-14003	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Leather Case, Model II / III, D-Swivel Belt Loop		585-5100-14004	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Strap, Tee, Carry Case		585-5100-14501	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Strap, Carry Case		585-5100-14502	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	3.0" D-Swivel Belt Loop, Leather		585-5100-14801	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	2.5" D-Swivel Belt Loop, Leather		585-5100-14802	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	2" D-Swivel Belt Loop, Nylon Webbing		585-5100-14803	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Nylon Case, Model I, D-Swivel Belt Loop, Black		585-5100-15001	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Nylon Case, Model II / III, D-Swivel Belt Loop, Black		585-5100-15002	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Nylon Case, Model I, B-Clip, Black		585-5100-15003	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Nylon Case, Model II / III, D-Swivel, Yellow		585-5100-15004	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Nylon Case, Model I, Military LBE Strap, Black		585-5100-15005	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Belt Clip 2 1/4", Spring Loaded		585-5100-128	15.0%	15.0%	\$ -	N/A	N/A



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SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE <small>(Purchased with model)</small>	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Belt Clip 3", Spring Loaded		585-5100-129	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5100ES Family Service Manual CD		001-5100-70003CD	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5100ES Family Tone Reference Guide		004-5100-70003	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5100ES Model I Operating Manual CD		002-5100-70003CD	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5100ES Model II/III Operating Manual CD		002-5100-72003CD	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5100ES Model I Quick Reference Guide		002-5100-74000	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5100ES Model II Quick Reference Guide		002-5100-76000	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5100ES Model III Quick Reference Guide		002-5100-78000	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	51SL ES Model I Operating Manual CD		002-5200-70003CD	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	51SL ES Model II/III Operating Manual CD		002-5200-72003CD	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	51SL ES Model I Quick Reference Guide		002-5200-74000	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	51SL ES Model II Quick Reference Guide		002-5200-76000	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	51SL ES Model III Quick Reference Guide		002-5200-78000	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Ascend Portable ES Model I Operating Manual CD		002-5500-70003CD	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Ascend Portable ES Model II/III Operating Manual CD		002-5500-72003CD	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Ascend Portable ES Model I Quick Reference Guide		002-5500-74000	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Ascend Portable ES Model II Quick Reference Guide		002-5500-76000	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Ascend Portable ES Model III Quick Reference Guide		002-5500-78000	15.0%	15.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	1-Year Extended Warranty		299-0045-017	15.0%	0.0%	\$ -	N/A	N/A



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SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE <small>(Purchased with model)</small>	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
13.0 - PARTS & ACCESSORIES	EF JOHNSON	2-Year Extended Warranty		299-0045-013	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	3 Year Extended Warranty		299-0045-029	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	4 Year Extended Warranty		299-0045-045	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	1-Year 2nd Chance Warranty		299-0045-075	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	2-Year 2nd Chance Warranty		299-0045-076	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	3-Year 2nd Chance Warranty		299-0045-077	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	1 Year Extension of Existing Warranty		299-0045-079	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Radio Profile Creation		299-PRGM-001	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Factory Programming (If radio profile is not provided, then Radio Profile Creation must be purchased)		299-PRGM-002	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Subscriber Management Assistant (SMA) Keyloading Kit Includes: Handheld PDA device, case, adapter cable, charger, operating system, manuals. Supports DES, DES-OFB, AES, encryption keyloading via SLN/CKR protocol (Radio Cable ordered separately)		250-5000-945	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5100 Series Portable Radio Key Loader Cable for Subscriber Management Assistant Keyloading Kit		023-5000-940	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 Series Mobile Radio Key Loader Cable for Subscriber Management Assistant		023-5000-950	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5100 Series Portable Radio Key Loader Cable for 3rd party keyloading systems		585-5000-932	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 Series Mobile Radio Key Loader cable for 3rd party keyloading systems		585-5000-938	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	From Conventional System to SMARTNET		299-UPGR-108	15.0%	0.0%	\$ -	N/A	N/A



EF JOHNSON PRODUCT LIST

SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE <small>(Purchased with model)</small>	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
13.0 - PARTS & ACCESSORIES	EF JOHNSON	From Conventional System or SMARTNET to SmartZone		299-UPGR-109	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	From Conventional System to P25 Common Air Interface (CAI)		299-UPGR-110	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	From Conventional System to P25 Trunking (Includes SMARTNET/SmartZone, but P25 CAI must be purchased if not previously purchased)		299-UPGR-111	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	From Conventional System to P25 Trunking only (P25 CAI must be purchased if not previously purchased)		299-UPGR-112	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	From SMARTNET or SmartZone to P25 Trunking only (P25 CAI must be purchased if not previously purchased)		299-UPGR-101	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Add P25 Trunking to Multi-Net only Protocol (P25 CAI must be purchased if not previously purchased)		299-UPGR-113	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	DES/DES-OFB Multi-Key		299-UPGR-100	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	AES		299-UPGR-103	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	P25 OTAR (Over the Air Rekeying)		299-UPGR-104	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	P25 Data Conventional (requires appropriate data cable)		299-UPGR-105	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	P25 Data Trunking and Conventional (requires appropriate data cable)		299-UPGR-106	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Zoned Fail-Site Lock		299-UPGR-107	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	MDC1200		299-UPGR-114	15.0%	0.0%	\$ -	N/A	N/A



EF JOHNSON PRODUCT LIST

SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE <small>(Purchased with model)</small>	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
13.0 - PARTS & ACCESSORIES	EF JOHNSON	48 to 256 Channel / Talkgroup Upgrade (not available for Model I Portables)		299-UPGR-115	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	256 to 512 Channel / Talkgroup Upgrade		299-UPGR-116	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	512 to 864 Channel / Talkgroup Upgrade		299-UPGR-117	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	P25 OTAP (Over the Air Programming)		299-UPGR-118	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Add 700 MHz to 800 MHz Radio		299-UPGR-119	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	SMARTNET/SmartZone Rebanding Option		299-UPGR-120	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	51LT Protocol Swap - P25 Trunking to SNSZ		299-UPGR-121	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	51LT Protocol Swap - SNSZ to P25 Trunking		299-UPGR-122	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Hardware System Key Only		299-UPGR-124	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	16 Zone/54 channel matrix option (requires 864 Channels/Talkgroups)		299-UPGR-125	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	PC Configure Software (Software and manual on CD)		023-9998-527	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Radio File Exchange (RFX), (Software and manual on CD)		023-9998-534	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	PC Configure and RFX Kit, Portable (software and manual on CD and portable USB programming cable)		250-5100-104	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	PC Configure and RFX Kit, Mobile (software and manual on CD and portable USB programming cable)		250-5300-104	15.0%	0.0%	\$ -	N/A	N/A



EF JOHNSON PRODUCT LIST

SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE (Purchased with model)	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
13.0 - PARTS & ACCESSORIES	EF JOHNSON	PC Configure and RFX Kit, Portable and Mobile (software and manual on CD and mobile/portable USB programming cable)		250-5400-104	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	PC Tune Software (Software and manual on CD)		023-9998-499	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	PC Tune Kit, Portable (Software and manual on CD, radio cable and audio cable)		250-5100-005	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	PC Tune Kit, Mobile (Software and manual on CD, radio cable and audio cable)		250-5300-006	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	PC Tune Kit, Portable and Mobile (Software and manual on CD, and mobile/portable tuning hardware)		250-5400-005	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Express Code Updater - 5100 ES (Software and manual on CD)		023-9998-531	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Express Code Updater - 5100 Series 4 and 51LT (Software and manual on CD)		023-9998-530	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Express Code Updater - 5300 ES (Software and manual on CD)		023-9998-533	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Express Code Updater - 5300 Series 4 (Software and manual on CD)		023-9998-532	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	PC Configure Software Subscription (5 years)		299-0045-038	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	PC Tune Software Subscription (5 years)		299-0045-039	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5100 Series Radio Personality Programming Cable (USB) (Not compatible with PC Tune)		023-5100-970	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 Series Radio Personality Programming Cable (USB) (Not compatible with PC Tune)		023-5300-980	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5100 Series Radio Personality Programming Cable (serial)		023-5100-920	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 Series Serial Programming Hardware Kit (includes RPI box serial cable and RPI to Radio cable)		250-5300-008	15.0%	0.0%	\$ -	N/A	N/A



EF JOHNSON PRODUCT LIST

SECTION - CATEGORY	MANUFACTURE	MODEL DESCRIPTION	FREQUENCY BAND	PART NUMBER	MSRP DISCOUNT PERCENTAGE	OPTIONS MSRP DISCOUNT PERCENTAGE (Purchased with model)	FLAT RATE REPAIR COST AFTER WARRANTY	PUBLIC SAFETY RATED RADIO	NARROW BAND CAPABLE
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Programming Plug for 5300		023-5300-010	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Programmer adapter for HHC (5300 Series Mobile)		023-5300-140	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Single-Port USB to Serial Adapter		585-5000-891	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	4-port USB to Serial Adapter		585-5000-894	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	USB to DB9 cable connecting SMA to key loader cable (replacement for cable contained in 250-5000-945)		585-5000-946	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5100 Series Radio Personality Cloning Cable, radio to radio (radio must have Flash code 1.5.0 or later and be programmed using PC Configure 1.17 or later.)		023-5100-930	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Enhanced System Key - Master Key		250-5000-971	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Enhanced System Key - Slave Key		250-5000-973	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5100 Series PC Tune Cable		023-5100-940	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5100 Series PC Tune Audio Cable		023-5100-950	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 Series Remote Programming Interface box (RPI box)		023-5300-001	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	5300 Series Radio Programming Cable (serial)		023-5300-005	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Interface Cable to connect RPI to computer, DB-9 M-F		597-5900-002	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	Test Configuration Jumper 5100 Series Cable, UI board to Logic board		023-5100-955	15.0%	0.0%	\$ -	N/A	N/A
13.0 - PARTS & ACCESSORIES	EF JOHNSON	SMA to BNC, F to F adapter		515-3102-050	15.0%	0.0%	\$ -	N/A	N/A



EF JOHNSON PROFESSIONAL SERVICES LIST

DESCRIPTION OF SERVICES	MANUFACTURE	CONTRACTOR DISCOUNT PERCENT	MOST CURRENT CONTRACTOR LIST PRICE	Rate Type	Comments
Dash Mount Mobile Install	EFJohnson	0.0%	\$ 150.00	Fixed	Mobile Install Rate.
Remote Mount Mobile Install	EFJohnson	0.0%	\$ 250.00	Fixed	Mobile Install Rate.
Dual Control head Mobile Install	EFJohnson	0.0%	\$ 750.00	Fixed	Mobile Install Rate.
Installation Hourly Labor Rate	EFJohnson	0.0%	\$ 120.00	Hourly	Install Hourly Rate.
Technical Hourly Labor Rate	EFJohnson	0.0%	\$ 150.00	Hourly	Technical Hourly Rate.
Onsite Training	EFJohnson	0.0%	\$ 1,500.00	Fixed	Instructor - 1-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 535.00	Fixed	Material - 1-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 665.00	Fixed	Travel Day - 1-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 1,600.00	Fixed	Travel - 1-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 3,000.00	Fixed	Instructor - 2-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 535.00	Fixed	Material - 2-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 665.00	Fixed	Travel Day - 2-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 2,100.00	Fixed	Travel - 2-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 4,500.00	Fixed	Instructor - 3-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 535.00	Fixed	Material - 3-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 665.00	Fixed	Travel Day - 3-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 2,600.00	Fixed	Travel - 3-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 6,000.00	Fixed	Instructor - 4-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 535.00	Fixed	Material - 4-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 665.00	Fixed	Travel Day - 4-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 3,100.00	Fixed	Travel - 4-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 6,000.00	Fixed	Instructor - 5-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 535.00	Fixed	Material - 5-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 665.00	Fixed	Travel Day - 5-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 3,100.00	Fixed	Travel - 5-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 7,500.00	Fixed	Instructor - 6-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 535.00	Fixed	Material - 6-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 700.00	Fixed	Travel Day - 6-Day Onsite Training



EF JOHNSON PROFESSIONAL SERVICES LIST

DESCRIPTION OF SERVICES	MANUFACTURE	CONTRACTOR DISCOUNT PERCENT	MOST CURRENT CONTRACTOR LIST PRICE	Rate Type	Comments
Onsite Training	EFJohnson	0.0%	\$ 3,600.00	Fixed	Travel - 6-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 7,500.00	Fixed	Instructor - Weekend 1-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 535.00	Fixed	Material - Weekend 1-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 665.00	Fixed	Travel Day - Weekend 1-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 4,100.00	Fixed	Travel - Weekend 1-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 7,500.00	Fixed	Instructor - Weekend 2-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 535.00	Fixed	Material - Weekend 2-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 665.00	Fixed	Travel Day - Weekend 2-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 4,500.00	Fixed	Travel - Weekend 2-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 9,000.00	Fixed	Instructor - 6-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 1,035.00	Fixed	Material - 6-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 665.00	Fixed	Travel Day - 6-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 5,000.00	Fixed	Travel - 6-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 10,500.00	Fixed	Instructor - 7-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 1,035.00	Fixed	Material - 7-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 665.00	Fixed	Travel Day - 7-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 5,500.00	Fixed	Travel - 7-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 12,000.00	Fixed	Instructor - 8-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 1,035.00	Fixed	Material - 8-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 665.00	Fixed	Travel Day - 8-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 6,000.00	Fixed	Travel - 8-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 13,500.00	Fixed	Instructor - 9-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 1,035.00	Fixed	Material - 9-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 665.00	Fixed	Travel Day - 9-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 6,500.00	Fixed	Travel - 9-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 15,000.00	Fixed	Instructor - 10-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 1,035.00	Fixed	Material - 10-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 665.00	Fixed	Travel Day - 10-Day Onsite Training
Onsite Training	EFJohnson	0.0%	\$ 7,000.00	Fixed	Travel - 10-Day Onsite Training



Attachment B – Authorized Dealers and Contractor Contact Information

<i>Subcontractor Company Information</i>	<i>Subcontractor Contact Information</i>
<ul style="list-style-type: none"> • Grand Traverse Mobile Communications • 716 Boon Street • Traverse City, MI 49686 • Advanced Wireless Telecom • 49716 Martin Drive • Wixom, MI 48393 • Anderson Communications • 1009 W. Bluff • Marquette, MI 49855 • General Mobile Radio Service, Inc. • P.O. Box 520 • Roseville, MI • Hi-Tech SMR Communications • 255 Bell Road, Suite A • Niles, MI 46615 • Midcom Service • 2131 E. Laketon Avenue • Muskegon, MI 49442 • State Systems Radio • 5090 S. Sprinkle Road • Portage, MI 49002 • Thumb Radio, Inc. • 1020 N. Van Dyke • Bad Axe, MI 48413 • Tri-County Communications • 23519 Little Mack Avenue • St. Clair, MI 48080 	<ul style="list-style-type: none"> • Neil Pickard • 231-947-9851 • Todd Jones • 248-478-0403 • Fred Anderson • 906-228-6006 • Chris Deluge • 585-779-3600 • Michael Ruedinger • 269-683-7451 • Steven Crow • 231-773-3107 • Charles Agosti • 269-349-1935 • Mary Ann Robinson • 989-269-6420 • Thomas Rivard • 586-772-5870

Additional contact information is provided below. Contractor may change the representatives from time to time upon written notice.

Sales Support:

Karin Kilburn, Supervisor of Sales Support 1-800-328-3911 x2874 kkilburn@efjohnson.com



Juan Marquez 1-800-328-3911 x2909 jmarquez@efjohnson.com

Important Phone numbers:

Supervisor of Sales Support	Karin Kilburn 1-800-328-3911 x2874
Sales Support (English & Spanish)	Juan Marquez 1-800-328-3911 x2909
Technical Support	1-800-328-3911 ext 3
Warranty Administration	1-800-328-3911 ext 5
Place an Order or Check Order Status	1-800-328-3911 ext 1
Repair Depot	Bob Golden 1-800-328-3911 ext 4
Service Parts	Elizabeth Cram 507-837-5107
Service Center Manager	Linda McSweeney 1-800-328-3911 x2321
Dealer Management	Tammie Mischke 1-800-328-3911 x2723
EFJohnson Main Number	972-819-0700



Exhibit 1 – Additional Ordering Requirements

The State has established an internal policy that enables State agencies to use their delegated authority to purchase radio communication equipment, accessories, and services.

Actual radio purchases and any communication service or accessory purchased off a State contract (BPO) must first have MDIT/MPSCS approval obtained through ITRAC.

The following items may be purchased by agencies within their delegated authority and are NOT required to be submitted through ITRAC for MDIT/MPSCS approval:

- Communication accessories purchased using the P-Card
- Communication accessories or service purchases using a Direct Purchase Order DA-DP

The following items must be submitted through ITRAC for MPSCS approval:

- All radio purchases (whether or not off contract)
- All communication accessories and services purchased off a contract (BPO)

All radio accessories and services purchased by issuing a Direct Purchase Order and/or P Card may still leverage the State contract (BPO) prices.

Once approval is obtained from MPSCS, agencies are responsible for creating their own purchase orders, receiving the product, and paying the invoices.

Contractor Responsibilities:

The Contractor shall ensure that all orders received that require approval from MPSCS have an ITRAC reference number included in Line Item #1 description field of the purchase order. The contractor is not authorized to process the order without this ITRAC #. *(Note: This does not apply to MiDEAL purchases)*

If the Contractor receives an order that requires MPSCS approval without an ITRAC reference number they shall provide the requesting agency and MPSCS with notification that the request cannot be fulfilled and the ITRAC reference number must be obtained prior to order fulfillment.