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FULLY EXECUTED Contract Number: 4400004968 Original Contract Effective Date: 05/28/2009 Valid From: 06/01/2009 To: 02/28/2028

Supplier Name:

INCIDENT COMMUNICATION SOLUTIONS PEAKE LLC

Header Text

This Participating Addendum allows for the Commonwealth of PA to purchase products through the GSA Schedule 70 agreement, provided b

y Incident Communications on contract number: GS-35F-0271U. Please see Exhibit B for the Approved Products List.

All services and maintenance directly linked to the hardware and integration of the hardware purchased through this agreement, can also be procured though this Participating Addendum.

7.16.2021 - Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

2.27.23 - Contract extended to 2.28.28 per GSA No further information for this Contract

Information:

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Information:

Contracto	or Information					
Contract #:		GS-35F-0271U	•			Socio-Economic :
Contractor: Address: Phone: E-Mail: Web Address: SAM UEI: NAICS:		INCIDENT COMMU 846 RITCHIE HWY STE 2A SEVERNA PARK, MI 800-719-4603 <u>smorgan@peake.com/ http://peake.com/</u> LYMECGAJAMQ4 611420	NICATION SOLUTIONS, LLO D 21146-4151	0		EPLS : Govt. Point of Contact: Kathryn Young Phone: 816-863-6043 E-Mail: <u>kathryn.young@gsa.gov</u> Contract Clauses/Exceptions: <u>View the specifics for this contract</u>
Source		Title	Contract Number	Contractor T&Cs /Pricelist	Current Option Period End Date	Ultimate Contract End Date
MAS	Multiple Award Schedule		<u>GS-35F-0271U</u>	Vi	Feb 29, 2028	Feb 29, 2028

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FULLY EXECUTED Contract Number: 4400004968 Original Contract Effective Date: 05/28/2009 Valid From: 06/01/2009 To: 02/28/2023

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Information:

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Integrated Environment Systems Form Name: ZM_SFRM_STD_MMCOSRM_L, Version 1.0, Created on 06/27/2006, Last changed on 03/29/2005.

All using Agencies of the Commonwealth, Participating Politic Subdivision, Authorities, Private Colleges and Universities Your SAP Vendor Number with us: 322359 Supplier Name/Address: Incident Communication Solutions 218A LOG CANOE CIR Stevensville MD 21666-2111 US Supplier Phone Number: 4106046004 Contract Name: Incident Comm - GSA PA		Contract N Contract Effect Valid From: 00 Purchasing A Name: Millovich Phone: 717-214- Fax: 717-783-62 Please Delive	Joseph 3434 41	2013 28/2018	Page 1 of 1
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Suppl	ier Bid or Proposal No. (if applicable):	Solicitatio	n Submission	Date:					
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PARTICIPATING ADDENDUM FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE 70 CONTRACT Schedule 70, IT Solutions and Electronics, General Purpose Commercial Informational Technology Equipment, Software and Services

This Participating Addendum ("Addendum") is entered into pursuant to the Federal Supply Service Information Technology Schedule 70 Contract for General Purpose Commercial Information Technology Equipment, Software, and Services ("Federal Supply Contract"), between **Incident Communications Solution** ("the Contractor") and the United States General Services Administration ("GSA") (Contract #GS-35F-0271U). The parties to this Addendum hereby create a separate contract between the Contractor and the **Commonwealth of Pennsylvania** ("Commonwealth") acting through its **Department of General Services** ("DGS").

WHEREAS, GSA, pursuant to law governing federal acquisitions, entered into the Federal Supply Contract with the Contractor, pursuant to which the Contractor provides Information Technology Professional Products and Services as described in the Federal Supply Contract to federal agencies; and

WHEREAS, the Commonwealth of Pennsylvania desires to participate in the Federal Supply Contract as an additional contracting party to procure Information Technology Equipment, Software and Services from the Contractor under the Federal Supply Contract.

WHEREAS, DGS is authorized under Section 1902 and 1908 of the Commonwealth Procurement Code, 62 Pa.C.S. §§1902, 1908, to undertake and make this type of contractual arrangement on behalf of the Commonwealth.

NOW THEREFORE, intending to be legally bound hereby, DGS and the Contractor agree as follows:

- 1. The recitals set forth above are incorporated by reference as a material part of this Addendum.
- 2. This Addendum shall become effective on the date the Commonwealth sends the fully executed and approved Addendum to the Contractor. This Addendum shall terminate or expire upon the earlier of (a) expiration or termination of the Federal Supply Contract, or (b) termination of this Addendum in accordance with its terms or the terms of the Federal Supply Contract. If the Federal Supply Contract is renewed or extended, this Addendum shall automatically renew or extend for a term consistent with the term of the Federal Supply Contract.

- 3. The Commonwealth may procure <u>only</u> those items and/or services from the Federal Supply Contract as set forth on Exhibit B, which is attached hereto and made part of this Addendum. Any item and/or service provided by the Contractor through the Federal Supply Contract but not listed on Exhibit B, may be added or substituted to this Addendum at the sole discretion of DGS.
- 4. Unless prohibited by the Federal Supply Contract, Contractor may provide software and/or hardware maintenance ("Maintenance") to the Commonwealth through this Addendum. Contractor may provide Maintenance to the Commonwealth beyond the expiration date of the Federal Supply Contract if a purchase order for such services is executed prior to the expiration date of this Addendum and the Federal Supply Contract.
- 5. DGS and the Contractor agree to be bound to the Special Terms and Conditions attached hereto as Exhibit A and made part of this Addendum.
- 6. DGS and the Contractor agree to be bound by the prices, terms and conditions as stated in the Federal Supply Contract, which is made a part of this Addendum and incorporated by reference.
- 7. To the extent that there is a conflict between this Addendum, the Federal Supply Contract and the Special Terms and Conditions, the order of precedence shall be as follows:
 - a. this Addendum;
 - b. the Special Terms and Conditions attached as Exhibit A; and then,
 - c. the Federal Supply Contract.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Addendum the day and year first above written.

Witness:

Printed Name

Incident Communications Solution

Signature Print

President

Federal I.D. Number - 204960613 SAP Vendor # 322359

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF GENERAL SERVICES

By: <u>[Signature Affixed Electronically]</u> Deputy Secretary Date

APPROVED:

[Signature Affixed Electronically] Comptroller Date

[Signature Affixed Electronically] Treasury Date

APPROVED AS TO FORM AND LEGALITY:

[Signature Affixed Electronically] Office of Chief Counsel Date

[Signature Affixed Electronically] Office of General Counsel Date

[Signature Affixed Electronically] Office of Attorney General Date

EXHIBIT A

SPECIAL TERMS AND CONDITIONS

1. COMMONWEALTH OF PENNSYLVANIA ADDENDUM PARTICIPANTS

This Addendum may be used by all Commonwealth agencies as that term is defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.C.S. §103, and by all local public procurement units, as that term is defined in Section 1901 of the Commonwealth Procurement Code, 62 Pa.C.S. §1901.

2. ELECTRONIC SIGNATURES

This Participating Addendum will be executed electronically by the Commonwealth. The Commonwealth and the Contractor specifically agree as follow:

- (a) No handwritten signature shall be required in order for this Addendum to be legally enforceable.
- (b) The parties agree that no writing shall be required in order to make this Addendum legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of this Addendum under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements must be in writing and signed by the party bound thereby. This Addendum, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of this Addendum under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgment were not in writing or signed by the parties.

3. CONTRACT PURCHASE ORDER

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The Commonwealth and local public procurement units may issue purchase orders against this Addendum directly with the Contractor. These orders constitute the Contractor's authority to make delivery to the ordering Commonwealth agency or local public procurement unit. All orders placed against this Addendum shall be based on the Contractor's Federal Supply Contract prices, terms and conditions. All purchase orders issued in accordance with the Addendum and these Special Terms and Conditions received by the Contractor up to and including the expiration date of the Addendum are acceptable and must be performed in accordance with the Addendum and the purchase order. Each purchase order will be deemed to incorporate the terms and conditions set forth in the Addendum.

Purchase orders may not include an "ink" signature by the Commonwealth. The electronicallyprinted name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase orders may be issued electronically or through facsimile equipment or on paper. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

- (c) No handwritten signature shall be required in order for a purchase order issued in accordance with the Addendum and these Special Terms and Conditions to be legally enforceable.
- (d) Upon receipt of a purchase order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth transmitting the order has properly received an acknowledgement.
- The parties agree that no writing shall be required in order to make a purchase order (e) issued in accordance with the Addendum and these Special Terms and Conditions legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine purchase order or acknowledgement issued electronically and issued in accordance with the Addendum and these Special Terms and Conditions under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine purchase order or acknowledgement issued in accordance with the Addendum and these Special Terms and Conditions and issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine purchase orders or acknowledgements issued in accordance with the Addendum and these Special Terms and Conditions under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgment issued in accordance with the Addendum and these Special Terms and Conditions shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

(f) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

4. INFORMATION TECHNOLOGY BULLETIN (ITB) COMPLIANCE

Contractor is required to comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT), for the Commonwealth enterprise. See:

http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&m ode=2

5. BACKGROUND CHECKS

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at http://www.portal.state.pa.us/portal/server.pt?open=512&objlD=4451&&PageID=458621&lev http://www.portal.state.pa.us/portal/server.pt?open=512&objlD=4451&&PageID=458621&lev http://www.portal.state.pa.us/portal/server.pt?open=512&objlD=4451&&PageID=458621&lev http://www.portal.state.pa.us/portal/server.pt?open=512&objlD=4451&&PageID=458621&lev http://www.portal.state.pa.us/portal/server.pt?open=512&objlD=4451&&PageID=458621&lev http://www.portal.state.pa.us/portal/server.pt?open=512&objlD=4451&&PageID=458621&lev http://www.portal.state.pa.us/portal/server.pt?open=512&objlD=4451&&PageID=458621&lev http://www.portal.state.pa.us http://www.portal.state.pa.us http://www.portal.state.pa.us http://www.portal.state.pa.us http://www.portal.state.pa.us <a href="http://www.portal.state.pa.us"
- (b) Upon request of the Commonwealth, the Contractor must provide written confirmation that the background checks have been conducted.
- (c) If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- (d) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein. Nothing in this section shall be deemed to require the Contractor to provide the Commonwealth with confidential or personal information of its employees.

(e) Commonwealth POs may require Contractor to access confidential and/or secure data. In the event that access to such data is required, the individual PO will specify the Contractor's responsibilities, which may include, but are not limited to, employees signing confidentiality statements and documentation of employee background checks. Failure of the Contractor to comply with the confidentiality and security requirements of the PO may result in default of the Contractor under this Addendum.

6. INSURANCE

- (a) The Contractor shall procure and maintain at its expense and require its subcontractors to procure and maintain, as appropriate, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
 - (1) Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Worker's Compensation Act* (77 P.S.§ 101, *et seq*).
 - (2) Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all Subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage which may arise from its operations under this Addendum, whether such operation be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 per person and \$2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the work performed for the Commonwealth.
- (b) Prior to commencing work under the Addendum, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this Paragraph until at least thirty (30) days prior written notice has been given to the Commonwealth.
- (c) The Contractor agrees to maintain such insurance for the life of the Addendum.

Upon request to and approval by the Commonwealth, contractor's self-insurance of the types and amounts of insurance set for above shall satisfy the requirements of this Section 6

(INSURANCE), provided the Commonwealth may request from Contractor evidence each year during the term of the Addendum that Contractor has sufficient assets to cover such losses.

7. CONTROLLING LAW

The Addendum between DGS and the Contractor shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania. courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court (Pennsylvania or federal) shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

8. CONTRACT CONTROVERSIES

In the event of a controversy, dispute or claim arising from the Addendum, the parties agree that they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management.

If the matter cannot be worked out between the parties, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.

The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the representative and the Contractor. The contracting officer shall send his written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order.

Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims, if the claim involves a Commonwealth executive or independent agency or a state-affiliated entity. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of this Agreement or the addendum in a manner consistent with the determination of the contracting officer and shall compensate the Contractor pursuant to the terms of the addendum.

9. COSTARS PROGRAM

Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 ("Section 1902"), authorizes local public procurement units and state-affiliated entities (together, "COSTARS Purchasers") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Purchasers. DGS has identified this Contract as one suitable for COSTARS Purchaser participation.

- (a) Only those COSTARS Purchasers registered with DGS may participate as COSTARS Purchasers in a Commonwealth contract. Several thousand COSTARS Purchasers are currently registered with DGS; therefore, the Contractor agrees to permit **only** to DGS-registered COSTARS members to make COSTARS purchases from this Contract.
 - (1) A "local public procurement unit" is:
 - Any political subdivision;
 - Any public authority;
 - Any tax exempt, nonprofit educational or public health institution or organization;
 - Any nonprofit fire, rescue, or ambulance company; and
 - To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.
 - (2) A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes the Pennsylvania Turnpike Commission, the Pennsylvania Housing Finance Agency, the Pennsylvania Municipal Retirement System, the Pennsylvania Infrastructure Investment Authority, the State Public School Building Authority, the Pennsylvania Higher Educational Facilities Authority and the State System of Higher Education.
- (b) COSTARS Purchasers have the option to purchase from a Contract awarded under this procurement, from any DGS contract established exclusively for COSTARS Purchasers in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that any prospective COSTARS Purchaser will place an order under this Contract, and that it is within the sole discretion of the registered COSTARS Purchaser whether to procure from this Contract or to use another procurement vehicle.
- (c) DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who participate in this Contract and issue purchase orders ("POs") to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this contract without

joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a Purchaser unless substantial interests of the Commonwealth are involved.

- (d) Registered COSTARS Purchasers electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- (e) The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.
 - (1) Until such time as DGS may provide the Contractor written notice of automated report filing, the Contractor shall either e-mail the reports to GS-PACostars@state.pa.us or send the reports on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101. When DGS has instituted automated reporting, the Contractor shall comply with DGS's written notice and instructions on automated Contract reports. DGS will provide these instructions with sufficient advance time to permit the Contractor to undertake automated reporting.
 - (2) The Contractor shall include on each report the Contractor's name and address, the Contract number, and the period covered by the report. For each PO received, the Contractor shall include on the report the name of each COSTARS-Registered Purchaser that has used the Contract along with the total dollar volume of sales to the specific Purchaser for the reporting period.
 - (3) DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.
- (f) Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at <u>http://www.dgsweb.state.pa.us/COSTARSReg/RegForm.aspx</u>.
 - (1) If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at <u>http://www.dgsweb.state.pa.us/COSTARSReg/RegForm.aspx</u>, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently registered COSTARS member entities, please visit the COSTARS website.
 - (2) Direct all questions concerning the COSTARS Program to:

Department of General Services COSTARS Program 555 Walnut Street, 6th Floor Harrisburg, PA 17101 Telephone: 1-866-768-7827 E-mail <u>GS-PACostars@state.pa.us</u>

10. REPORTING REQUIREMENTS

- (a) **Quarterly Reporting Requirements:** The Contractor shall provide to the Commonwealth's primary contact, a quarterly report detailing purchasing volume by the Commonwealth and its using agencies. The report shall also include all COSTARS purchases. A consistent reporting mechanism will be required and shall include, but not be limited to:
 - (1) A Summary Report of purchases by each Commonwealth agency (item description, item number, serial number, subtotals, and totals), including the delivery order history indicating the receipt date of the purchase order, and the delivery date of equipment.
 - (2) A Performance Report indicating average delivery time for equipment, percentage of orders that were shipped incorrectly, failure rates ('dead on arrival'), and percentage of delivery orders resulting in backorder items.
 - (3) Usage reports as defined the Commonwealth.
 - (4) A Call-Tracking Report for warranty/maintenance support, which shall include:
 - Date of initial call, requesting agency, contact person, and nature of call
 - Date of initial Contractor response
 - Date and brief explanation of problem closure
 - (5) A Customer Satisfaction Report detailing Contractor performance in the areas of quality assurance, accuracy of equipment shipped, professionalism, flexibility, competence, timeliness of delivery and response to questions. Contractor shall initiate customer satisfaction surveys indicating Contractor performance. The Commonwealth will determine the format and delivery mode of the survey.

(b) Monthly Reporting Requirements for Equipment Repair (if applicable):

(1) **Response and Fix Time by Agency:** Use SLA in the Federal Supply Contract if a SLA is not specified in the Commonwealth PO as the metric for on time performance. The report must include: agency name, incident location, model #, serial #, problem summary, call date & time, response date & time, time of trouble call to signed completion of call, fix date, fix time, and resolution summary.

- (2) **Repeat calls by Agency:** Number of repeat calls totaling three (3) or more on a rolling 30-day basis by serial number.
- (3) General Monthly Status Report to address all outstanding issues.

(c) Report Requirements:

- (1) **Report Due Date:** The Contractor shall provide all reports to the Commonwealth no later than ten (10) days after the end of the applicable reporting period (month or quarter).
- (2) **Report specifications**: All reports shall be in Microsoft Excel format. Download all requested reports to one Excel file. Use tabs to define each report. Ensure to label file, report, tabs and cells correctly. Ensure Commonwealth of Pennsylvania and COSTARS (if applicable) data is segregated and labeled correctly. Reports are to be sent to the Department of General Services.
- (d) Reports may be added or deleted as required by the Department of General Services.

11. Additional Requirements

- (a) **New Items.** All items offered by the Contractor must be new. A "new" item is one which will be used first by the Commonwealth after it is manufactured or produced. The provision of used, remanufactured or reconditioned items is not permissible. This clause shall not be construed to prohibit Contractors from offering goods, supplies, equipment materials, or printing with recycled content, provided the item is new.
- (b) **Electrical Requirements.** The Commonwealth will furnish suitable electrical current to operate equipment. All equipment MUST be UL approved. Any special voltage needed beyond the standard 110v must be indicated.
- (c) **Electronic Interface.** If indicated in writing by the Commonwealth, Contractor must have the ability to accept, process, and track POs electronically. The ability to provide electronic funds transfer and/or a seamless electronic interface to Commonwealth SAP/SRM accounting and procurement system is also required. The Contractor must submit a monthly, or as needed by the respective agency, file to be imported into the Commonwealth's Remedy Asset Management System if equipment or hardware is being purchased.
- (d) **Energy Star Technology Equipment and Guidelines.** Unless the Commonwealth indicates otherwise in writing to the Contractor, the Contractor must provide

equipment that meets the most recent set of U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelines (<u>http://www.energystary.gov</u>). Installation, service and any other technical support performed under this contract, unless indicated otherwise in writing by the Commonwealth, must include the proper configuration of power management features according to the current Energy Star specifications for that class of equipment at the time of installation, service, or other technical support is provided. Unless indicated otherwise in writing by the Commonwealth, personnel involved in system integration, site customization, equipment maintenance and technical support must:

- (1) Ensure that power management features on all equipment remain installed and functional at all times.
- (2) Carry out their services so as to maximize the energy efficiency of the installed product.
- (3) Treat the malfunction of power management as functional failures of the equipment, and must diagnose and repair those problems rather than disable the power management features.
- (4) For all equipment with ENERGY STAR power management features, all ENERGY STAR power management features must be fully activated upon delivery.
- (e) **Ongoing Environmental Initiatives.** If requested by the Commonwealth, the Contractor must work with the Commonwealth and interested environmental partners during the term of the Addendum to examine the feasibility of implementing environmental initiatives to minimize its environmental impact at manufacturing, assembly, warehouse, distribution and/or other facilities, including, but not limited to:
 - (1) Toxic use reduction and/or waste prevention efforts
 - (2) Recycling and/or reuse (including the current recycling, reuse and/or remanufacture of computer equipment by or for COPA)
 - (3) Energy efficiency
 - (4) Natural resource conservation
 - (5) Support future efforts aimed at improving the environmental design and performance of electronics in the marketplace. Such programs may include, but not be limited to, incorporating any upcoming Energy Star specifications into equipment design and meeting certification standards established by the Electronic Products Environmental Assessment Tool (EPEAT), a current project underway with funding provided by the US EPA. See details at <u>http://www.epeat.net</u>.

12. PRIMARY CONTACT:

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The Commonwealth's primary contact for this Addendum is as follows:

Thomas Teprovich Department of General Services Forum Place, 6th floor 555 Walnut Street Harrisburg, PA 17101 Phone: 717-782-0257 email: tteprovich@state.pa.us

13. NOTICE

Any written notice to any party under this Addendum shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to the Contractor, in an envelope addressed to the attention of: Incident Communications Solution 218 A Log Canoe Circle Stevensville, MD 21666

If to DGS, in an envelope addressed to the attention of:

Chief Procurement Officer Bureau of Procurement, Department of General Services 555 Walnut Street Forum Place 6Th Floor Harrisburg, PA 17125

14. AUDIT PROVISIONS

The Commonwealth, excluding information protected by privacy laws, shall have the right, at reasonable times and at a site designated by the DGS, to audit the books, documents, and records of the Contractor to the extent that the books, documents, and records relate specifically to pricing data for this Addendum or order. The Contractor agrees to maintain records that will support the prices charged for this Addendum or any order.

The Contractor shall preserve books, documents, and records that relate to pricing data for this Addendum or any order for a period of three years from date of final payment.

15. OFFSET PROVISIONS

The Contractor agrees that the Commonwealth may set off the amount of any damages, state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

16. TERMINATION PROVISIONS

In addition to the termination provisions provided for default in the Federal Supply Contract, the Contractor and DGS agree that the following additional termination provisions will apply to the Addendum between the Contractor and DGS.

- (a) TERMINATION FOR CONVENIENCE: The Commonwealth shall have the right to terminate the Addendum or a purchase order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- (b) NON-APPROPRIATION: The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Addendum or purchase order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract or contract purchase order. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

17. CONTRACTOR INTEGRITY PROVISIONS

(a) For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.

1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.

2) **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.

3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.

- 4) **Financial interest** means:
 - a) Ownership of more than a five percent interest in any business; or

b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

- (b) The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- (c) The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
- (d) The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
- (e) The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
- (f) Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.

- (g) Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- (h) The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- (i) The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
- (j) The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
- (k) For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

18. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, Contractor agrees as follows:

- (a) In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the

manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.

- (c) The Contractor and subcontractors shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- (d) The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- (e) The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
- (f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- (g) The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

19. CONTRACTOR RESPONSIBILITY PROVISIONS

- (a) The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- (b) The Contractor must also certify, in writing, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly,

the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <u>http://www.dgs.state.pa.us</u> or contacting the:

Department of General Services Office of Chief Counsel 603 North Office Building Harrisburg, PA 17125 Telephone No. (717) 783-6472 FAX No. (717) 787-9138

20. AMERICANS WITH DISABILITIES ACT

(a) Pursuant to federal regulations promulgated under the authority of <u>The Americans</u> <u>With Disabilities Act</u>, 28 C.F.R. § 35.101 <u>et seq</u>., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "<u>General Prohibitions Against Discrimination</u>," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of <u>The Americans With Disabilities Act</u> which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors. (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph (a) above.

21. ENTIRE AGREEMENT

This Participating Addendum and the Federal Supply Contract, together with their exhibits, set forth the entire agreement between the parties concerning the Commonwealth's procurement of information technology professional products and services from the Contractor. No agent, representative, employee or officer of either the Commonwealth or the Contractor has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No modifications, alterations, changes, or waiver to this agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

MFG	SIN	Product Number	Product Description	MSRP	GSA	GSA Price	GSA Price	Warranty	000
					DSCT	w/o IFF	w/IFF		
Incident	132-8	ICS-TICS-001	ICS Tactical Incident Communication System (TICS) with Copper (Cat5) Uplink	\$ 26,434.92	4%	\$25,449.56	\$25,641.87	SCW	USA
Incident	132-8	ICS-TICS-002	ICS Tactical Incident Communication System (TICS) with Fiber Uplink	\$ 34,434.92	4%	\$33,151.36	\$33,401.87	SCW	USA
		ICS-TICS-003	ICS Tactical Incident Communication System (TICS) Extension Module (Outrigger)	\$ 22,500.00	4%	\$21,661.31	\$21,825.00	SCW	USA
Incident	132-8	ICS-TICS-004	ICS Tactical Incident Communication System (TICS) Bundle with .75M Satellite Dish, and 5 IP Phones	\$ 46,015.09	4%	\$44,299.88	\$44,634.64	SCW	USA
Incident	132-8	ICS-TICS-005	ICS Tactical Incident Communication System (TICS) Bundle with JNN Training Kit Configuration.	\$ 80,000.00	4.0%	\$76,800.00		SCW	USA
Incident	132-8	ICS-OUTR-ERV-3N	ERV Over-The-Side System NIPR Configuration	\$30,375.00	4.0%	\$29,160.00	\$29,380.35	SCW	USA
Incident	132-8	ICS-OUTR-ERV-3S	ERV Over-The-Side System SIPR Configuration	\$11,475.00	4.0%		\$11,099.24	SCW	USA
		ICS-OUTR-OCP-4N	OCP (UCS-C) Over-The-Side System NIPR Configuration	\$16,875.00	4.0%	. ,	\$16,322.42	SCW	USA
		ICS-OUTR-OCP-4S	OCP (UCS-C) Over-The-Side System SIPR Configuration	\$11,475.00	4.0%	\$11,016.00	\$11,099.24	SCW	USA
		ICS-TV-003	TacticalVoice IP PBX	\$16,200.00	4.0%	\$15,552.00	\$15,669.52	SCW	USA
		ICS-TV-005	Monthly Service rate for 1 TacticalVoice VoIP Line	\$50.00	4%	\$48.14	\$48.50	SCW	USA
		ICS-TV-006	Monthly Premium Service rate for 1 TacticalVoice VoIP Line with CIR	\$75.00	4%	\$72.20	\$72.75	SCW	USA
		ICS-TND-150MXP	150MXP Bundle with Handset, 1 Year Maintenance, and Installation	\$ 2,343.07	4%	\$ 2,255.73	\$ 2,272.78	SCW	USA
		ICS-TND-3000P	3000MXP Portable Bundle. Includes 3000MXP Portable, Natural Presenter Package, MultiSite, 1 Year Core Customer Service, and Installation	\$ 19,060.10	4%	\$18,349.63	\$18,488.30	SCW	USA
Incident	132-8	ICS-TND-6000P	6000MXP Portable Bundle. Includes 3000MXP Portable, Natural Presenter Package, MultiSite, 1 Year Core Customer Service, and Installation	\$ 24,177.03	4%	\$23,275.83	\$23,451.71	SCW	USA
Incident	132-8	ICS-TND-TAC	Tactical MXP Bundle. Includes Tactical MXP, Natural Presenter Package, MultiSite, 1 Year Core Customer Service, and Installation	\$ 21,362.40	4%	\$20,566.12		SCW	USA
Incident	132-8	ICS-TND-6000C	6000MXP Codec Bundle. Includes 6000MXP Codec, Natural Presenter Package, MultiSite, 1 Year Core Customer Service, and Installation.	\$ 31,537.03	4%	\$30,361.48		SCW	USA
Incident	132-8	ICS-TND-BC25	Border Controller Bundle - 25 registrations, with 5 traversal calls.	\$20,655.00	4.0%	\$19,828.80		SCW	USA
Incident	132-8	ICS-TND-GK	Gatekeeper Bundle; 125 registrations, 25 local network calls and 5 firewall traversal calls. Bundle Includes Gatekeeper, 1 year maintenance, and installation.	\$16,875.00	4.0%	\$16,200.00	\$16,322.42	SCW	USA
Incident	132-8	ICS-TND-550	550MXP Set Top Bundle. Includes 550 MXP codec and camera, Natural Presenter Package, 128k Bandwidth upgrade, 1 Year Core Customer Service and Installation	\$7,691.55	4%	\$7,404.84	\$7,460.80	SCW	USA
Incident	132-8	ICS-TND-770	770MXP Set Top Bundle. Includes 770 MXP codec and camera, Natural Presenter Package, 128k Bandwidth upgrade, 1 Year Core Customer Service and Installation	\$1 0,2 61.80	4%	\$9,879.29	\$9,953.94	SCW	USA
Incident	132-8	ICS-TND-880	880MXP Set Top Bundle. Includes 880 MXP codec and camera, Natural Presenter Package, MultiSite, 1 Year Core Customer Service and Installation	\$12,159.76	4%	\$11,706.50	\$11,794.96	SCW	USA
Incident	132-8	ICS-TND-990	990MXP Set Top Bundle. Includes 990 MXP codec and camera, Natural Presenter Package, MultiSite, 1 Year Core Customer Service and Installation	\$12,999.26	4%	\$12,514.71	\$12,609.28	SCW	USA
Incident	132-8	ICS-MVS750-Bundle	.75m Mobile TracStar Dish with Tactical-IP Electronics Bundle (4W BUC, LNB, iDirect 3100)	\$17,880.17	4%	\$17,213.69	\$17,343.76	SCW	USA
Incident	132-8	ICS-MVS960-Bundle	.96m Mobile TracStar Dish with Tactical-IP Electronics Bundle (4W BUC, LNB, iDirect 3100)	\$19,809.39	4%	\$19,071.00	\$19,215.11	SCW	USA

MFG	SIN	Product Number	Product Description	MSRP	GSA DSCT	GSA Price w/o IFF	GSA Price w/IFF	Warranty	000
			A C TALL'IL TO DIE DIELE I'S TO STORE UN DIE COMPANY AND DIE OF NO.	\$27,802.17	4%	\$26,765.84	\$26,968.10	scw	USA
Incident	132-8	ICS-MVS1200-Bundle	1.2m Mobile TracStar Dish with Tactical-IP Electronics Bundle (4W BUC, LNB, iDirect 3100)						
Incident	132-8	ICS-Responder	Tactical IP 'Responder' Monthly Service - 10 Usage Days per Month 2Mx1M Service	\$325.00	4%	\$312.89	\$315.25	SCW	USA
Incident	132-8	ICS-Communicator	Tactical IP 'Communicator' Monthly Service - Unlimited Usage Per Month up to 9GB of Data 2Mx1M Service	\$525.00	4%	\$505.43	\$509.25	SCW	USA
Incident	132-8	ICS-TACIP-ELEC	Tactical IP Electronics Bundle (includes BUC, LNB, VSAT Modem)	\$3,934.92	4%	\$3,788.25	\$3,816.87	SCW	USA
		ICS-TACIP-RMK	Rack Mount Kit for iDirect Infinity 3100 Modem	\$391.50	4.0%	\$375.84	\$378.68	SCW	USA
		ICS-RCS-001	ICS Rugged IP Phone Case for 5 79xx IP Phones	\$675.00	4.0%	\$648.00	\$652.90	SCW	USA
		ICS-RCS-002	ICS Rugged IP Phone Case Including 5 7960 IP Phones	\$4,050.00	4.0%	\$3,888.00	\$3,917.38	SCW	USA
	-	ICS-RCS-STE1	ICS Ruggedized Transit Case for 4 STE-III	\$1,080.00	4.0%	\$1,036.80	\$1,044.63	SCW	USA
		ICS-RUGD-VX4GF-BK	Ruggedized Operations Case for Vx400 (Vx400 Unit GFE) - Black	\$1,343.25	4.0%	\$1,289.52	\$1,299.26	SCW	USA
		ICS-RUGD-4STE-BK	Ruggedized Transit Case for 4 STEIII - Black	\$965.25	4.0%	\$926.64	\$933.64	SCW	USA
		ICS-MXRR-4-3M-LC	3 Meter MX Tactical Interconnect with LC Connections (For internal Vehicle Harness - CUSTOM)	\$849.15	4.0%	\$815.18	\$821.34	SCW	USA
Incident	132-8	ICS-CAMD-10T4M-MX	1000 FT T4M tactical fiber cable on Reel with MX Tactical Connectors	\$4,110.75	4.0%	\$3,946.32	\$3,976.14	SCW	USA
		0 ICS-TRN-001	2 Day System Training class with Mini Exercise. Max 15 person class size. Classroom training includes: System and Architectural Overview, VoIP Telephone System, ACU-1000 Intelligent Interconnect System, Video Surveillance and Streaming, Deployable Outrigger Systems. Hands on Training includes: 2 phases, the first phase is a walk around session where the instructor goes over each item that was covered in the classroom based training and demonstrates use of the tool and lets the users try it for themselves. The 2nd phase of the hands on training consists of a mini-ComEX or communications exercise where we provide a real world type situation and the students are required to setup the system and operate it as they would during a situation. The instructor provides basic assistance during this phase to help the students understand how to use the equipment.	\$3,712.50	3.0%		\$3,628.34	SCW	USA
Incident	132-8	ICS-TKS-001	Forward Deployable IP Communications System 1	\$52,970.64	4.0%	\$50,851.82	\$51,236.09	SCW	USA
		ICS-TKS-002	Forward Deployable IP Communications System II	\$76,252.33	4.0%	\$73,202.23	\$73,755.40	SCW	USA
	-	ICS-TKS-003	Forward Deployable IP Communications System III	\$115,764.64	4.0%	\$111,134.05	\$111,973.85	SCW	USA
		ICS-TKS-004	Command Vehicle IP Communications System I	\$195,712.53		\$187,884.03	\$189,303.81	SCW	USA
		ICS-TKS-005	Command Vehicle IP Communications System II	\$227,602.02		\$218,497.94		SCW	USA
		ICS-TKS-006	Command Vehicle IP Communications System III	\$381,645.00		\$366,379.20		SCW	USA
		ICS-TKS-007	Command Vehicle Interoperability-MP Application and Hardware	\$87,750.00		\$84,240.00		SCW	USA
		ICS-TKS-008	Communications Package	\$243,000.00		\$233,280.00		SCW	USA
		ICS-EOC-2811	2811 Integrated Services Router Bundle	\$31,698.00	4.0%	\$30,430.08	\$30,660.03	SCW	USA
		ICS-EOC-3825	3825 Integrated Services Router Bundle	\$63,774.00	4.0%	• •		SCW	USA
		ICS-EOC-3845	3845 Integrated Services Router Bundle	\$101,445,75				SCW	USA
		ICS-EOC-3560	3560 48 Port Switch Bundle	\$13,606.65	4.0%			SCW	USA
			7960 IP Phone Bundle	\$773.55	4.0%		\$748.22	SCW	USA
incident	102-0	ICS-EOC-7960				÷· ·	*···		

MFG	SIN	Product Number	Product Description	MSRP	GSA	GSA Price	GSA Price	Warranty	C00
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		ICS-EOC-7920	7920 IP Phone Bundle	\$1,161.00	4.0%	\$1,114.56	\$1,122.98	SCW SCW	USA USA
Incident	132-8	ICS-EOC-990	990MXP Set Top Bundle for Departmental Operations Center. Includes 990 MXP codec and camera, Natural Presenter Package, MultiSite, 1 Year Core Customer Service and Installation	\$17,458.04	4.0%	\$16,759.72	\$16,886.36	3000	USA
	400.0		3M 9200IW Plus Digital Wall Display Unit with Installation	\$15,456,51	4.0%	\$14,838,25	\$14,950.38	SCW	USA
		ICS-EOC-3M9200IW	Projector - 3000 Lumens XGA DLP Projector with Installation	\$11,254.75	4.0%	\$10,804.56	\$10,886.20	SCW	USA
		ICS-EOC-PANLCD	42" N4251w LCD HDTV with Installation	\$3,486.87	4.0%	\$3.347.40	\$3,372.69	SCW	USA
		ICS-EOC-42LCD		\$577.56	4%	\$556.03	\$560.24	SCW	USA
		ICS-MCV-SX5e	Digital Cellular Gateway (Select Carrier - Sprint, Verizon, or GSM) Integrated into Outrigger System						
Incident	132-8	ICS-MCV-SXCh	Digital Cell Phone Rack Mountable Chassis	\$2,362.50	4.0%	\$2,268.00	\$2,285.14	SCW	USA
		ICS-MCV-MESH	Wireless Mesh Access Point Bundle	\$7,625.48	4.0%	\$7,320.46	\$7,375.77	SCW	USA
		ICS-MCV-241QA	4-Port Video / Audio Video Server	\$2,025.00	4.0%	\$1,944.00	\$1,958.69	SCW	USA
Incident	132-8	ICS-MCV-GSTR	Fixed Remote Low Profile Antenna w/20ft cable GSP-2900-LP20	\$3,712.50	4.0%	\$3,564.00	\$3,590.93	SCW	USA
Incident	132-8	ICS-TM-Bundle	ICS Tactical Mast Bundle - Includes 10m Mast with Wireless MESH AP and Battery Pack	\$12,846.60	4.0%	\$12,332.74	\$12,425.93	SCW	USA
Incident	132-8	ICS-TacBatt	Tactical Battery System	\$3,712.50	4.0%	\$3,564.00	\$3,590.93	SCW	USA
		ICS-ES31C22-5N	ES31C22-5N Camera System	\$3,712.50	4.0%	\$3,564.00	\$3,590.93	SCW	USA
		ICS-241QA	241QA Video Server 4 Channel with Audio	\$1,146.15	4.0%	\$1,100.30	\$1,108.62	SCW	USA
Incident	132-8	ICS-ACUT	ACU-T Bundle. Includes ACU-T Tactical Package, Case Option Kit with Battery and any 5 interface modules	\$10,134.38	4%	\$9,756.62	\$9,830.34	SCW	USA
Incident	132-8	ICS-ACUM	ACU-M Bundle. ACU-M package installed in a heavy duty carrying case, includes battery, cables, and a charger.	\$5,458.19	4%	\$5,254.73	\$5,294.44	SCW	USA
Incident	132-8	MEPS-3.5K-MobilePower	3.5kW Mobile Power System with ACU / Power Cable / Remote Panel	\$5,784.75	4.0%	\$5,553.36	\$5,595.32	SCW	USA
		MEPS-5K-MobilePower	5kW Mobile Power System with ACU / Power Cable / Remote Panel	\$5,757.75	4.0%	\$5,527.44	\$5,569.21	SCW	USA
		MEPS-6K-MobilePower	6kW Mobile Power System with ACU / Power Cable / Remote Panel	\$6,932.25	4.0%	\$6,654.96	\$6,705.25	SCW	USA
		MEPS-7.5K-MobilePower		\$8.093.25	4.0%	\$7,769.52	\$7,828.23	SCW	USA
		MEPS-ACU-RKMOUNT	Mobile Power Rackmount ACU Control Box	\$472.50	4.0%	\$453.60	\$457.03	SCW	USA
		ICS-Brkt-Group1	Bracket - Group 1 Application	\$540.00	4.0%	\$518.40	\$522.32	SCW	USA
		ICS-Brkt-Group2	Bracket - Group 2 Application	\$749.25	4.0%	\$719.28	\$724.72	SCW	USA
		ICS-Brkt-Group3	Bracket - Group 3 Application CUSTOM - ADD PRICE	\$1,053.00	4.0%	\$1,010.88	\$1,018.52	SCW	USA
		ICS-InPower-Group1	Auto-Throttle Control - Group 1 Application	\$371.25	4.0%	\$356,40	\$359.09	SCW	USA
		ICS-InPower-Group2	Auto-Throttle Control - Group 2 Application	\$526.50	4.0%	\$505.44	\$509.26	SCW	USA
		ICS-ACOOUT-Interior	Interior Outlet, Duplex, Single Gang - Installed (qty 1-3)	\$141.75	4.0%	\$136.08	\$137.11	SCW	USA
		ICS-ACOOUT-Interior	Interior Outlet, Duplex, Single Gang - Installed (qty >3) - Requires BussBar Below	\$141.75	4.0%	\$136.08	\$137.11	SCW	USA
		ICS-AC-BUSSBAR	Interior Outlet, Busis Bar Distribution	\$74.25	4.0%	\$71.28	\$71.82	SCW	USA
		ICS-ACOOUT-Exterior	Exterior Outlet, Duplex, Single Gang, with 10' Extension Cord, MilSpec Connector	\$371.25	4.0%	\$356.40	\$359.09	SCW	USA
		ICS-MEPSACU-WXBOX	ACU Weather Resistant Container Box	\$303.75	4.0%	\$291.60	\$293.80	SCW	USA
		FX2012MT	2000 W, 12 VDC, 100 Amp charger, 30 Amp AC input	\$2,693.25	4.0%	\$2,585.52	\$2,605.06	SCW	USA
		FX2524MT	2500 W, 12 VDC, 55 Amp charger, 30 Amp AC input	\$2,693.25	4.0%	\$2,585.52	\$2,605.06	SCW	USA
		FX2012M	1700 W, 12 VDC, 100 Amp charger, 30 Amp AC input	\$2,558.25	4.0%		\$2,474.48	SCW	USA
incident	132-0		1700 vv, 12 vbb, 100 Allip bilaiger, 50 Allip Ab lipte	<i>42,000.20</i>			, =, ·· ····		

MFG	SIN	Product Number	Product Description	MSRP	GSA	GSA Price	GSA Price	Warranty	C00
	•				DSCT	w/o IFF	w/IFF		
Incident	132-8	FX2524M	2000 W, 24 VDC, 55 Amp charger, 30 Amp AC input	\$2,558.25	4.0%	\$2,455.92	\$2,474.48	SCW	USA
		VFX2812M	2800 W, 12 VDC, 125 Amp charger, 30 Amp AC input	\$3,165.75	4.0%	\$3,039.12	\$3,062.09	SCW	USA
Incident	132-8	VFX3524M	3500 W, 24 VDC, 85 Amp charger, 30 Amp AC input	\$3,165.75	4.0%	\$3,039.12	\$3,062.09	SCW	USA
Incident			Universal version, Gray oval housing with RS232 serial port	\$398.25	4.0%	\$382.32	\$385.21	SCW	USA
Incident	132-8	MATE_B	Universal version, Black oval housing with RS232 serial port	\$398.25	4.0%	\$382.32	\$385.21	SCW	USA
		MATE2M	Mobile version, Black square housing without RS232 serial port	\$295.65	4.0%	\$283.8 2	\$285.97	SCW	USA
Incident			Four Port, Up to 4 devices and one MATE	\$263.25	4.0%	\$252.72	\$254.63	SCW	USA
Incident			For use with FX, VFX or MX60 (Includes 15' (5 m) cable)	\$39.15	4.0%	\$37.58	\$37.87	SCW	USA
		ICS-Battery-Separator	Battery separator 1314200 (200Amp)	\$270.00	4.0%	\$259.20	\$261.16	SCW	USA
		ICS-Boost-Switch	Boost switch	\$40.50	4.0%	\$38.88	\$39.17	SCW	USA
		ICS-Battery-Cable-Pack	Battery cable pack (standard 20' kit)	\$297.00	4.0%	\$285.12	\$287.27	SCW	USA
		ICS-Dig-AC-VM	Digital AC volt meter (optional)	\$351.00	4.0%	\$336.96	\$339.51	SCW	USA
		ICS-Ana-AC-VM	Analog AC volt meter	\$101.25	4.0%	\$97.20	\$97.93	SCW	USA
		ICS-Dig-DC-VM	Digital DC volt meter	\$270.00	4.0%	\$259.20	\$261.16	SCW	USA
		ICS-Ana-DC-VM	Analog DC volt meter	\$101.25	4.0%	\$97.20	\$97.93	SCW	USA
Incident	132-8	ICS-Battery-Disc	Battery disconnect (optional)	\$74.25	4.0%	\$71.28	\$71.82	SCW	USA
Incident	132-8	ICS-Battery-ANL	Battery ANL fuse holder w.150A fuse (per fuse)	\$60.75	4.0%	\$58.32	\$58.76	SCW	USA
Incident			Fast Idle switch variable or fixed	\$54.00	4.0%	\$51.84	\$52.23	SCW	USA
Incident	132-8	ICS-BS8499	AC selector Panel w/4 breakers	\$303.75	4.0%	\$291.60	\$293.80	SCW	USA
		ICS-HB503NM	Shore Power Inlet 50A	\$270.00	4.0%	\$259.20	\$261.16	SCW	USA
		ICS-212	Battery Stud Feed Thru	\$20.25	4.0%	\$19.44	\$19.59	SCW	USA
		ICS-211	Battery Stud non-feed	\$9.45	4.0%	\$9.07	\$9.14	SCW	USA
		ICS-mwp	Miscellaneous wire, loom, heat shrink, connectors	\$137.70	4.0%	\$132.19	\$133.19	SCW	USA
Incident	132-8	ICS-VehiclePower-Group1	Installation - Group 1 Installation	\$1,046.25	4.0%	\$1,004.40	\$1,011.99	SCW	USA
			Installation - Group 2 Installation	\$1,370.25	4.0%	\$1,315.44	\$1,325.38	SCW	USA
Incident	132-8	ICS-VehiclePower-Group3	Installation - Group 3 Installation	\$1,755.00	4.0%	\$1,684.80	\$1,697.53	SCW	USA
		ICS-VehiclePower-T&M-	Installation - CUSTOM INSTALL - ADD PRICE	\$1,755.00	4.0%	\$1,684.80	\$1,697.53	SCW	USA
		RP2							
Incident	132-8	ICS-MEPS-WXBOX	Installation - WXBOX	\$472.50	4.0%	\$453.60	\$457.03	SCW	USA
Incident	132-12	ICS-NRS	Network Repair Service	\$130.00	4.0%	\$124.80	\$125.74	SCW	USA
Incident	132-8	ICS-MVS750P-Bundle	.75 Transportable Tracstar Dish with Tactical-IP Electronics Bundle (4W BUC, LNB, iDirect)	\$22,473.33	4%	\$21,635.64	\$21,799.13	SCW	USA
Incident	132-8	ICS-MVS750-P5-Bundle	.75 Ultraportable Tracstar Dish with Tactical-IP Electronics Bundle (4W BUC, LNB, iDirect)	\$65,070.17	4%	\$62,644.68	\$63,118.06	SCW	USA
Incident	132-8	ICS-MVS960-P1-Bundle	.96m Single Case Transportable Tracstar Dish with Tactical-IP Electronics Bundle (4W BUC, LNB, iDirect)	\$24,044.39	4%	\$23,148.14	\$23,323.06	SCW	USA
Incident	132-8	ICS-MVS960-P2-Bundle	.96m Two Case Transportable Tracstar Dish with Tactical-IP Electronics Bundle (4W BUC, LNB, iDirect)	\$29,496.17	4%	\$28,396.70	\$28,611.28	SCW	USA
Incident	132-8	ICS-MVS1000P2-2-Bundle	1 m Fly-Away – Two Case Transportable Tracstar Dish with Tactical-IP Electronics Bundle (4W BUC, LNB, iDirect)	\$33,029.37	4%	\$31,798.20	\$32,038.49	SCW	USA

MFG	SIN	Product Number	Product Description	MSRP	GSA	GSA Price		Warranty	000
					DSCT	w/o IFF	w/IFF		
ncident	132-8	ICS-FXD1200-Bundle	1.2m Fixed Site Antenna with Tactical-IP Electronics Bundle (4W BUC, LNB, iDirect 3100)	\$4,725.05	4%	\$4,548.92	\$4,583.30	SCW	USA
ncident	132-8	ICS-FXD1000-Bundle	1 Meter KU Band Fixed site with cabling, NPRM, Pressure Pad for NPRM, Connectors, DVB/RCS 1 Rack Unit System	\$10,741.17	4%	\$10,340.79	\$10,418.93	SCW	USA
ncident	132-8	ICS-OUTR-001	ICS Outrigger System with 16 10/100 Data Ports, 4 FXO, 4FXS and Fiber Optic Interface	\$26,101.00	4%	\$25,128.09	\$25,317.97	SCW	USA
ncident	132-8	ICS-OUTR-002	ICS "Switchblade" Outrigger System for 24 10/100 PoE Ports with Fiber Optic Interface. Includes Internal LWAPP AccessPoint	\$9,850.00	4%	\$9,482.84	\$9,554.50	SCW	USA
ncident	132-8	ICS-ACU1000	ACU-1000 Bundle. Includes required equipment bundle, 1 PSTN-2 Card, 9 DSP-2 Interface Modules, Cables, Installation and Training	\$20,349.25	4%	\$19,590.73	\$19,738.77	SCW	USA
ncident	132-8	ICS-ACU2000	ACU-2000 Bundle. Includes required equipment bundle, 1 PSTN-2 Card, 9 SCM Radio/SIP Interface Modules, Cables, Installation and Training	\$29,263.19	4%	\$28,172.40	\$28,385.29	SCW	USA
ncident	132-8	ICS-AGM-SK1	Agile Mesh Starter Kit: Includes 2 Single Camera Tripod Solutions, 1 Wearable Unit, 1 Base Dual Video Node, 1 Network Bridge, 2 Field Accessory Kits, Public Safety Frequency Upgrades, and 1 day of Training.	\$34,560.06	4%	\$33,271.84	\$33,523.26	SCW	USA
ncident	132-8	ICS-AGM-CUK	Agile Mesh Cellular Upgrade Kit	\$1,161.44	4%	\$1,118.15	\$1,126.60	SCW	USA
		ICS-AGM-7010-PS	ICS Agile Mesh Single Camera Tactical Node w/ Public Safety Freq Upgrade - Setup included	\$9,532.71	4%	\$9,177.38	\$9,246.73	SCW	USA
ncident	132-8	ICS-AGM-7020-PS	ICS Agile Mesh Dual Camera Tactical Node w/ Public Safety Freq Upgrade - Setup included	\$11,655.56	4%	\$11,221.10	\$11,305.89	SCW	USA
ncident	132-8	ICS-AGM-4510-PS	ICS Agile Mesh In Car Kit w/Public Safety Freq Upgrade and Field Accy kit - Setup included	\$6,501.32	4%	\$6,258.98	\$6,306.28	SCW	USA
ncident	132-8	ICS-AGM-1510-MCV-PS	ICS Agile Mesh Basic MCV Kit (non mast) w/Public Safety Freq Upgrade and Field Accy kit Setup included	\$8,267.56	4%	\$7,959.39	\$8,019.53	SCW	USA
ncident	132-8	ICS-AGM-9200-MCV-PS	ICS Agile Mesh Mast Mount MCV Kit (up to 55' mast) w/Public Safety Freq Upgrade and Field Accy kit Setup included	\$9,771.72	4%	\$9,407.48	\$9,478.57	SCW	USA
ncident	132-8	ICS-AGM-4210-PS	ICS Agile Mesh Tactical Wearable Unit w/Public Safety Freq Upgrade - Setup included	\$5,802.44	4%	\$5,586.15	\$5,628.37	SCW	USA
ncident	132-8	ICS-AGM-AVR3	ICS Agile Mesh Network Bridge - Setup included	\$3,052.00	4%	\$2,938.24	\$2,960.44	SCW	USA
		ICS-TND-E95	Edge 95 Bundle. Includes Edge 95 Codec, Natural Presenter Package, MultiSite, 1 Year core customer service and installation	\$12,064.08	4%	\$11,614.39	\$11,702.15	SCW	USA
ncident	132-8	ICS-TND-E85	Edge 85 Bundle. Includes Edge 95 Codec, Natural Presenter Package, MultiSite, 1 Year core customer service and installation	\$13,572.88	4%	\$13,066.95	\$13,165.69	SCW	USA
ncident	132-8	ICS-TND-E75	Edge 75 Bundle. Includes Edge 95 Codec, Natural Presenter Package, 1 Year core customer service and installation	\$10,663.38	4%	\$10,265.90	\$10,343.47	SCW	USA
ncident	132-8	ICS-TND-1700	1700 MXP Bundle. Includes 1700 MXP, Natural Presenter Package, MultiSite, 1 Year Core Customer Service, and Installation	\$12,527.30	4%	\$12,060.34	\$12,151.48	SCW	USA
ncident	132-8	ICS-TND-FVW	Field View Bundle. Includes FieldView system, Application, Accessory Pack, Core Customer Service, and Installation	\$9,974.01	4%	\$9,602.23	\$9,674.79	SCW	USA
ncident	132-8	ICS-TND-VIGO	Vigo Bundle. Includes VIGO 50" Plasma, cart, mount, Edge 95, Installation, and Training.	\$16,629.90	4%	\$16,010.02	\$16,131.00	SCW	USA

MFG	SIN	Product Number	Product Description	MSRP	GSA	GSA Price	GSA Price	Warranty	C00
					DSCT	w/o IFF	w/IFF		
Incident	132-8	ICS-TND-4501	Codian 4501 Bundle. Includes MCU-4501, Core Customer Service, Installation and Training.	\$56,261.40	4%	\$54,164.26	\$54,573.56	SCW	USA
Incident	132-8	ICS-TND-4505	Codian 4505 Bundle. Includes MCU-4505, Core Customer Service, Installation and Training.	\$92,421.00	4%	\$88,976.01	\$89,648.37	SCW	USA
Incident	132-8	ICS-AIRLINK	Airlink Modem to establish cellular wireless data connectivity	\$600.00	4%	\$577.64	\$582.00	SCW	USA
Incident	132-8	ICS-V4321-VDC	PinPoint X (Pick Carrier - Sprint or Verizon) EvDO RevA Modem with GPS. Integrated into Outrigger System	\$774.07	4%	\$745.21	\$750.84	SCW	USA
Incident	132-8	ICS-AIR-DUALHARD	Cellular/PCS unity gain (cellular) and 27dB 3-5V GPS surface mount black antenna. Incl. 15' RG58 w/ TNC & 15' RG174 w/SMA (GPS) connectors. Black hockey puck, low profile styling.	\$124.59	4%	\$119.94	\$120.85	SCW	USA
Incident	132-8	ICS-MVS-MSAT-G2	MSAT G2 Land Mobile Satellite Radio.(Upgrade for Existing Mitsubishi system)	\$3,457.34	4%	\$3,328.47	\$3,353.62	SCW	USA
Incident		ICS-ACU-CPM4	ACU-1000 CPM4 Controll Processor Module Upgrade	\$1,415.68	4%	\$1,362.91	\$1,373.21	SCW	USA
		ICS-ACU-SCM-2	ACU-2000 SCM-2 Interface Module	\$1,169.26	4%	\$1,125.67	\$1,134.18	SCW	USA
		ICS-HSP-UPG	ACU-1000 HSP Upgrade	\$1,169.26	4%	\$1,125.67	\$1,134.18	SCW	USA

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