

**FULLY EXECUTED**

Contract Number: 4400016337

Original Contract Effective Date: 12/27/2016

Valid From: 01/01/2017 To: 12/31/2022

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Your SAP Vendor Number with us: 387149****Supplier Name/Address:**

WAVEBAND COMMUNICATIONS LLC  
361 Winged Foot Dr  
Westminster MD 21158-4145 US

**Supplier Phone Number:** 8008061076**Supplier Fax Number:** 8662113422**Contract Name:**

Two-Way Radio Equip/Serv - Waveband

**Purchasing Agent****Name:** Hosler Raeden**Phone:** 717-787-4103**Fax:****Please Deliver To:**

To be determined at  
the time of the Purchase Order  
unless specified below.

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
2	Two-Way Radio Equipment	0.000		0.00	1	0.00
3	Two-Way Radio Services	0.000		0.00	1	0.00
4	Two-Way Radio Maintenance/Support	0.000		0.00	1	0.00

**General Requirements for all Items:****Information:**

Supplier's Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**FULLY EXECUTED**

Contract Number: 4400016337

Original Contract Effective Date: 12/27/2016

Valid From: 01/01/2017 To: 12/31/2022

**Supplier Name:**

WAVEBAND COMMUNICATIONS LLC

**Header Text**

This contract is to be used from the procurement Two Way Radio Equipment, Services and Maintenance/Support Service. This contract is was awarded as part IFB 6100039075.

Commodity Specialist: John Weikle - 717-787-4103 - [jweikle@pa.gov](mailto:jweikle@pa.gov)

7.6.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. [rsh](#)

7.6.21 - Contract extended to 12.31.22 per EP 21630. [rsh](#)

No further information for this Contract

**Information:**





**pennsylvania**  
DEPARTMENT OF GENERAL SERVICES  
BUREAU OF PROCUREMENT

**June 10, 2021**

WAVEBAND COMMUNICATIONS LLC  
NICK HOHMAN  
NICKHOHMAN@WVBANDCOMS.COM  
361 WINGED FOOT DR  
WESTMINSTER MD 21158-4145

**SUBJECT:** Renewal of Contract: Two-Way Radio Equipment and Related Services  
Contract Number: **4400016337**  
Term of Renewal: **January 1, 2022 – December 31, 2022**

Dear Contractor:

Per an approved Emergency Purchase request, the Commonwealth is considering renewing this contract for an additional one (1) year term.

We are, therefore, requesting your concurrence to renew the above referenced Contract. If you agree to the renewal, please complete the bottom section of this letter and return it via e-mail to the e-mail address listed below no later than **June 30, 2021**.

If the Commonwealth renews the contract, the Bureau will issue a revised contract document to reflect the renewed contract period.

Thank you for your immediate response. If you have any questions, please feel free to contact me.

Raeden Hosler  
(717) 787-4103  
rhosler@pa.gov

---

I agree to the renewal of the above referenced Contract for the above stated Term of Renewal.  
All terms and conditions remain the same as in the current contract.

Yes ☒ No ☐

Signature

Title

VICEPRESIDENT

Date JUNE 10, 2021

(Person signing this renewal agreement must have the power to bind their company by their signature.)



**FULLY EXECUTED**

Contract Number: 4400016337

Original Contract Effective Date: 12/27/2016

Valid From: 01/01/2017 To: 12/31/2021

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Your SAP Vendor Number with us: 387149****Supplier Name/Address:**

WAVEBAND COMMUNICATIONS LLC  
361 Winged Foot Dr  
Westminster MD 21158-4145 US

**Supplier Phone Number:** 8008061076**Supplier Fax Number:** 8662113422**Contract Name:**

Two-Way Radio Equip/Serv - Waveband

**Purchasing Agent****Name:** Weikle John**Phone:** 717-787-4103**Fax:** 717-783-6241**Please Deliver To:**

To be determined at  
the time of the Purchase Order  
unless specified below.

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
2	Two-Way Radio Equipment	0.000		0.00	1	0.00
3	Two-Way Radio Services	0.000		0.00	1	0.00
4	Two-Way Radio Maintenance/Support	0.000		0.00	1	0.00

**General Requirements for all Items:****Header Text**

This contract is to be used from the procurement Two Way Radio Equipment, Services and Maintenance/Support Service. This contract is was awarded as part IFB 6100039075.

Commodity Specialist: John Weikle - 717-787-4103 - jweikle@pa.gov

No further information for this Contract

**Information:**

Supplier's Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_





**pennsylvania**  
DEPARTMENT OF GENERAL SERVICES  
BUREAU OF PROCUREMENT

**DATE: August 19, 2020**

WAVEBAND COMMUNICATIONS LLC  
361 Winged Foot Dr  
Westminster MD 21158-4145 US

**SUBJECT:** Renewal of Contract: Two-Way Radio Equipment and Related Services  
Contract Number: **4400016337**  
Term of Renewal: **January 1, 2021 – December 31, 2021**

Dear Contractor:

Per the terms of the above referenced contract, the Commonwealth is considering exercising the renewal options contained within the Contract.

We are, therefore, requesting your concurrence to renew the above referenced Contract. If you agree to the renewal, please complete the bottom section of this letter and return it via e-mail to the e-mail address listed below no later than **September 30, 2020**.

If the Commonwealth renews the contract, the Bureau will issue a revised contract document to reflect the renewed contract period.

Thank you for your immediate response. If you have any questions, please feel free to contact me.

John Weikle  
(717) 787-4103  
[jweikle@pa.gov](mailto:jweikle@pa.gov)

---

I agree to the renewal of the above referenced Contract for the above stated Term of Renewal.  
All terms and conditions remain the same as in the current contract.

Yes ☒ No ☐

Signature

*Nicholas J. Hahn*

Title

*VICE PRESIDENT*

Date

*8/31/2020*

(Person signing this renewal agreement must have the power to bind their company by their signature.)



**FULLY EXECUTED**

Contract Number: 4400016337

Original Contract Effective Date: 12/27/2016

Valid From: 01/01/2017 To: 12/31/2020

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Your SAP Vendor Number with us: 387149****Supplier Name/Address:**

WAVEBAND COMMUNICATIONS LLC  
361 Winged Foot Dr  
Westminster MD 21158-4145 US

**Supplier Phone Number:** 8008061076**Supplier Fax Number:** 8662113422**Contract Name:**

Two-Way Radio Equip/Serv - Waveband

**Purchasing Agent****Name:** Schwartz Thomas**Phone:** 717-346-3828**Fax:** 717-783-6241**Please Deliver To:**

To be determined at  
the time of the Purchase Order  
unless specified below.

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
2	Two-Way Radio Equipment	0.000		0.00	1	0.00
3	Two-Way Radio Services	0.000		0.00	1	0.00
4	Two-Way Radio Maintenance/Support	0.000		0.00	1	0.00

**General Requirements for all Items:****Header Text**

This contract is to be used from the procurement Two Way Radio Equipment, Services and Maintenance/Support Service. This contract is was awarded as part IFB 6100039075.

Commodity Specialist: Thomas Schwartz - 717-346-3828 - thschwartz@pa.gov

No further information for this Contract

**Information:**

Supplier's Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**DATE: August 5, 2019**

WAVEBAND COMMUNICATIONS LLC  
361 Winged Foot Dr  
Westminster MD 21158-4145 US

**SUBJECT:** Renewal of Contract: Two-Way Radio Equipment and Related Services  
Contract Number: **4400016337**  
Term of Renewal: **January 1, 2020 – December 31, 2020**

Dear Contractor:

Per the terms of the above referenced contract, the Commonwealth is considering exercising the renewal options contained within the Contract.

We are, therefore, requesting your concurrence to renew the above referenced Contract. If you agree to the renewal, please complete the bottom section of this letter and return it via e-mail to the e-mail address listed below no later than **September 30, 2019**.

If the Commonwealth renews the contract, the Bureau will issue a revised contract document to reflect the renewed contract period.

Thank you for your immediate response. If you have any questions, please feel free to contact me.

John Weikle  
(717) 787-4103  
[jweikle@pa.gov](mailto:jweikle@pa.gov)

---

I agree to the renewal of the above referenced Contract for the above stated Term of Renewal.  
All terms and conditions remain the same as in the current contract.

Yes ☒ No ☐

Signature

Title

Date

(Person signing this renewal agreement must have the power to bind their company by their signature.)



**FULLY EXECUTED**

Contract Number: 4400016337

Original Contract Effective Date: 12/27/2016

Valid From: 01/01/2017 To: 12/31/2019

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Your SAP Vendor Number with us: 387149****Purchasing Agent****Name:** VAC**Phone:** 717-346-2670**Fax:** 717-783-6241**Supplier Name/Address:**

WAVEBAND COMMUNICATIONS LLC  
361 Winged Foot Dr  
Westminster MD 21158-4145 US

**Supplier Phone Number:** 8008061076**Supplier Fax Number:** 8662113422**Contract Name:**

Two-Way Radio Equip/Serv - Waveband

**Please Deliver To:**

To be determined at  
the time of the Purchase Order  
unless specified below.

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
2	Two-Way Radio Equipment	0.000		0.00	1	0.00
3	Two-Way Radio Services	0.000		0.00	1	0.00
4	Two-Way Radio Maintenance/Support	0.000		0.00	1	0.00

**General Requirements for all Items:****Header Text**

This contract is to be used from the procurement Two Way Radio Equipment, Services and Maintenance/Support Service. This contract is was awarded as part IFB 6100039075.

Commodity Specialist: Thomas Schwartz - 717-346-3828 - thschwartz@pa.gov

No further information for this Contract

**Information:**

Supplier's Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_





**ORIGINAL**  
QUOT - Invitation For Bid  
Two-Way Radio Equipment & Services

Page 1 of 2

**QUOT Effective Date:**

**Bid Number:**

11/08/2016

**6500107320**

**Issuing Office:**

Thomas Schwartz  
Commonwealth of Pennsylvania  
US

**Supplier Name/Address:**

WAVEBAND COMMUNICATIONS LLC  
361 Winged Foot Dr  
Westminster MD 21158-4145 US  
Telephone # 8008061076 Fax # 8662113422  
Email: [nickhohman@wvbandcoms.com](mailto:nickhohman@wvbandcoms.com)  
Your SAP Vendor Number with us: 387149

**Please Return Quotation to:**

Commonwealth of Pennsylvania  
US

Type of Security furnished if required:

- ☐ Certified bank cashier's check
- ☐ Irrevocable letter of credit
- ☐ Certificate of deposit
- ☐ Other as specified by bid
- ☐ Bond - If annual bond:  
What is the name of the principal on the bond?

Return Bid by:

**Bid Endng Date:**  
12/02/2016

**Bid Endng Time:**  
12:00:00

**Please Deliver To:****Procurement Contact:**

**Buyer: Thomas Schwartz**

Phone:

Fax:

Expiration Date of Contract (if applicable)

**Delivery Date:**  
See Items

This Invitation For Bids is comprised of: Part I, General Information; Part II, Bid Requirements; Part III, Criteria For Selection; Part IV, IFB Specifications; Part V, Contract Clauses; any documents attached to this Invitation For Bids or incorporated by reference; and any addenda issued by the Issuing Office prior to Bid Opening.

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

The Bidder has completed and submitted this Bid in accordance with the instructions and requirements and terms and conditions of the Invitation For Bid. The Bidder has attached documents that are required to be submitted with this Bid and those attachments are incorporated by reference and made a part of this Bid. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

Item	Material/Service Desc	Qty	UOM	Unit Price	Per	Total Line Item Price
1	Two-way Radio Equipment	1.000	Each	0.00	1	0.00
<hr/>						

**General Requirements for all Items:**

**Header Text**

Addendum #1 posted 11/17/16

Addendum #2 posted 11/18/16

\*\*\* No further information for this bid \*\*\*

**Total bid amount >>>>>>>>>>**

0.00

**ALL PRICES ARE F.O.B. DESTINATIONS**



**Supplier Name:**  
[WAVEBAND COMMUNICATIONS LLC](#)

**\*\*\* Attributes Page \*\*\***

**Mandatory** QUESTION #02 - Is the offer in accordance with the "Representations and Authorizations" listed in section "Submission – 001.1" of the attached solicitation document?

**Response:** Y

**Mandatory** QUESTION #01 - Has the submitter read, and does the submitter understand, the "Representations and Authorizations" listed in section "Submission – 001.1" of the attached solicitation document?

**Response:** Y



## Manufacturer Discount List

[illegible]

## LOBBYING CERTIFICATION FORM

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) **If any** funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

<b>1. Type of Federal Action:</b> <input checked="" type="radio"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="radio"/> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input checked="" type="radio"/> a. initial filing b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: WAVEBAND COMMUNICATIONS LLC 1912 LIBERTY RD UNIT 14 ELDERSBURG, MD 21784		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:
<b>6. Federal Department/Agency:</b> DEPARTMENT OF GENERAL SERVICES STATE OF PENNSYLVANIA		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:
<b>8. Federal Action Number, if known:</b> IFB6100039075	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): HOHMAN, NICHOLAS, J	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: <u>Nicholas J Hohman</u> Print Name: <u>Nicholas J Hohman</u> Title: Telephone No.: <u>800-806-1076</u> Date: <u>11/18/2016</u>
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

# STATE OF MANUFACTURE CHART

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

The Reciprocal Limitations Act 146 requires the Department to give Pennsylvania resident bidders a preference against a non-resident bidder from any state that gives or requires a preference to bidders from that state. The amount of preference shall be equal to the amount of preference applied by the state of the non-resident bidder. More information on this Act, or how to claim preference, can be obtained at our internet site at [www.dgs.state.pa.us](http://www.dgs.state.pa.us), by faxing a request to 717 787 -0725, or by calling Vendor Services at 717 787-2199 or 4705.

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Department of General Services to furnish the information.** Failure to complete this chart **and provide the required information prior to the expiration of the second business day after notification shall** result in the rejection of the bid.

☐  
☐

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
A <input type="text"/>	A <input type="text"/>	A <input type="text"/>
A <input type="text"/>	A <input type="text"/>	A <input type="text"/>
A <input type="text"/>	A <input type="text"/>	A <input type="text"/>
A <input type="text"/>	A <input type="text"/>	A <input type="text"/>
A <input type="text"/>	A <input type="text"/>	A <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

☐

BIDDER'S RESIDENCY

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation for bid shall be used by the Department of General Services. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address:



## COSTARS PROGRAM ELECTION FORM

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500 or \$500 for a Department of General Services Certified Small Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Certified Small Business, you must submit a copy of your active certification with your bid response.

WAVE BAND COMMUNICATIONS LLC

Corporate or Legal Entity Name

Nicholas J Hohman 11-18-2016

Signature/Date

Nicholas J Hohman VICE PRESIDENT

Printed Name/Title

Dedicated Contacts			
	Contact Name	Contact Email	Contact Phone
A		<a href="mailto:nickhohman@wvbandcoms.com">nickhohman@wvbandcoms.com</a>	
		<a href="mailto:cpayne@wvbandcoms.com">cpayne@wvbandcoms.com</a>	
		<a href="mailto:cpayne@wvbandcoms.com">cpayne@wvbandcoms.com</a>	
		<a href="mailto:nickhohman@wvbandcoms.com">nickhohman@wvbandcoms.com</a>	



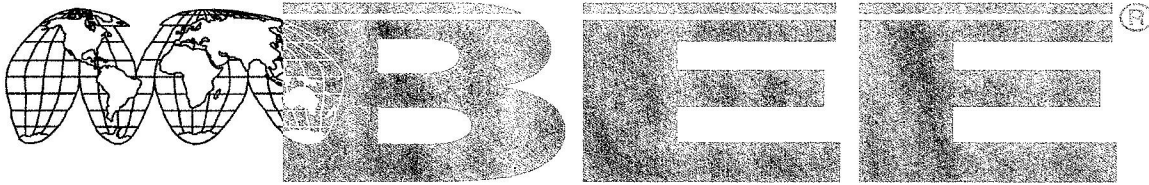
*Perry M Canniff*

[illegible]









11/18/16

WAVEBAND COMMUNICATIONS  
1912 LIBERTY RD.  
UNIT 14  
ELDERSBURG, MD 21784

RE: Resale Authorization

Bee Electronics, Inc. is pleased to identify Waveband Communications as an authorized reseller of Bee products and they can specifically sell our products on Commonwealth of PA IFB 6100039075

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Lunn', is positioned above the printed name.

Mark Lunn  
Bee Electronics, Inc.

7440 Commercial Circle, Ft. Pierce, FL. 34951-4111  
800-336-3115 Fax: 800-345-2091  
E-Mail: markl@beecase.com www.beecase.com



T: 360-944-7551  
F: 800-525-6749

18110 SE 34<sup>th</sup> Street  
Building 2 – Suite 250  
Vancouver, WA 98683

[pulseelectronics.com](http://pulseelectronics.com)

November 18, 2016

WAVEBAND COMMUNICATIONS  
1912 Liberty Road Unit 14  
Sykisville, MD 21784  
USA

To Whom It May Concern:

Please note Waveband Communications is an authorized reseller of Pulse Larsen products. Waveband Communications can specifically sell Pulse Larsen products on Commonwealth of PA IFB 6100039075.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rita Jendro', with a large, stylized flourish at the end.

Rita Jendro  
Inside Sales  
Pulse Larsen Antennas  
Pulse Electronics, Inc.  
18110 SE 34<sup>th</sup> Street  
Building 2, Suite 250  
Vancouver, WA 98683  
USA



Picture	Model	Chemistry	Description	MSRP
	AT2000IFD	NiCd	1 Bay Conditioning Charger	\$126.00
	AT2000LI	LiOn		
	AT4-4000IFD	NiCd	4 Bay Conditioning Charger	\$581.00
	AT4-4000LI	LiOn		
	AT5000CPA	Nickel Based	1 Bay Analyzer Charger	\$234.00
	AT5000LI	Lithium Based		
	AT4-5000IFD	Nickel Based	4 Bay Analyzer Charger	\$1,051.00
	AT4-5000LI	Lithium Based		
	AT4-4000AL		4 Bay Advance Logic	\$699.00
	AT612BCS		12 Bay Mobile Device Charger	\$529.00
	AT662A		6 Bay Advance Logic	\$2,000.00
	AT4-6000AL PCD		4 Bay Logic Software	\$1,473.00
	AT2501A	APX	Single Drop-In Mobile Charger	\$305.00
	AT2502A	Harris		
	AT2068AL	APX	1 Bay Drop-In Charger	\$187.00
	AT2083AL	Harris		
	AT42068AL	APX	4 Bay Drop-In Charger	\$699.00
	AT42083RDI	Harris		
	AT7006A		AdvanceCase Charger	\$1,950.00
	Enterprise 3000	48 Pockets	Charging Station*	call

# **Index**



## **CASES TO FIT:**

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<i>Kenwood Two-Way Radios</i>	10 thru 12
<i>HYT Two-Way Radios</i>	13
<i>Harris (Tyco, M/A-COM) Two-Way Radios</i>	14 thru 15
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<i>Straps, Belts, parts and accessories</i>	20
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***If you don't see your model radio listed or if you  
have special design requirements, please call!***

# CASES THAT FIT THE FOLLOWING MOTOROLA RADIOS

## Motorola MT1000

	Belt loop	Clip	Swivel
Leather	1190B \$48.51	1190B-C \$55.71	1190B-150 \$67.86
Leather - DTMF	1195B \$48.51	1195B-C \$55.71	1195B-150 \$67.86
Nylon	2390B \$28.35	2390B-C \$34.11	2390B-350 \$43.02



## Motorola HT50 & RADIUS P100

	Belt loop	Clip	Swivel
Leather	1196B \$48.51	1196B-C \$55.71	1196B-150 \$67.86
Leather - DTMF	1197B \$48.51	1197B-C \$55.71	1197B-150 \$67.86



## Motorola SABER High Cap Battery

	Belt loop	Clip	Swivel
Leather	1199B \$48.51	1199B-C \$55.71	1199B-150 \$67.86
Nylon	2399B \$28.35	2399B-C \$34.11	2399B-350 \$43.02



## Motorola SABER ASTRO II & III High Cap Battery

	Belt loop	Clip	Swivel
Leather	1200B \$50.31	1200B-C \$57.51	1200B-150 \$69.66



## Motorola GP300 High Cap Battery

	Belt loop	Clip	Swivel
Leather	2011B \$39.51	2011B-C \$46.71	2011B-150 \$58.86
Leather - DTMF	2015B \$39.51	2015B-C \$46.71	2015B-150 \$58.86
Nylon	2311B \$28.35	2311B-C \$34.11	2311B-350 \$43.02
Nylon - DTMF	2315B \$28.35	2315B-C \$34.11	2315B-350 \$43.02



## Motorola GP350 High Cap Battery

	Belt loop	Clip	Swivel
Leather	2012B \$39.51	2012B-C \$46.71	2012B-150 \$58.86
Leather - DTMF	2016B \$39.51	2016B-C \$46.71	2016B-150 \$58.86
Nylon	2312B \$28.35	2312B-C \$34.11	2312B-350 \$43.02
Nylon - DTMF	2316B \$28.35	2316B-C \$34.11	2316B-350 \$43.02



## Motorola GTX / LTS2000

	Belt loop	Clip	Swivel
Leather	2017B \$39.51	2017B-C \$46.71	2017B-150 \$58.86
Nylon	2317B \$28.35	2317B-C \$34.11	2317B-350 \$43.02



# CASES THAT FIT THE FOLLOWING MOTOROLA RADIOS

## Motorola RADIUS P110

	Belt loop	Clip	Swivel
Leather	2020B \$44.55	2020B-C \$51.75	2020B-150 \$63.90
Leather - DTMF	2022B \$44.55	2022B-C \$51.75	2022B-150 \$63.90
Nylon	2320B \$28.35	2320B-C \$34.11	2320B-350 \$43.02



## Motorola HT1000 / MTX8000 / MTX9000 and MT2000 and JEDI / MTS200 / MTXLS and STX3000 High Cap Battery

	Belt loop	Clip	Swivel
Leather	2025B \$44.55	2025B-C \$51.75	2025B-150 \$63.90
Leather - DTMF	2027B \$44.55	2027B-C \$51.75	2027B-150 \$63.90
Nylon	2325B \$28.35	2325B-C \$34.11	2325B-350 \$43.02



## Motorola HT1000 / MTX8000 Ultra High Cap Battery

	Belt loop	Clip	Swivel
Leather	2026B \$44.55	2026B-C \$51.75	2026B-150 \$63.90
Nylon	2325B \$28.35	2325B-C \$34.11	2325B-350 \$43.02



## Motorola RADIUS SP50 Small (Compact) Cap Battery

	Belt loop	Clip	Swivel
Leather - DTMF	2036B \$39.51	2036B-C \$46.71	2036B-150 \$58.86
Leather	2037B \$39.51	2037B-C \$46.71	2037B-150 \$58.86
Nylon	2337B \$28.35	2337B-C \$34.11	2337B-350 \$43.02



## Motorola RADIUS SP50 High Cap Battery

	Belt loop	Clip	Swivel
Leather - DTMF	2038B \$39.51	2038B-C \$46.71	2038B-150 \$58.86
Leather	2039B \$39.51	2039B-C \$46.71	2039B-150 \$58.86
Nylon	2339B \$28.35	2339B-C \$34.11	2339B-350 \$43.02





# CASES THAT FIT THE FOLLOWING MOTOROLA RADIOS

## Motorola VISAR Medium Cap Battery

	Belt loop		Clip		Swivel
Leather	2040B \$35.91		2040B-C \$43.11		2040B-150 \$55.26
Nylon	2340B \$28.35		2340B-C \$34.11		2340B-350 \$43.02
Nylon - DTMF	2342B \$28.35		2342B-C \$34.11		2342B-350 \$43.02



## Motorola VISAR High Cap Battery

	Belt loop		Clip		Swivel
Leather	2041B \$35.91		2041B-C \$43.11		2041B-150 \$55.26
Nylon	2341B \$28.35		2341B-C \$34.11		2341B-350 \$43.02
Nylon - DTMF	2343B \$28.35		2343B-C \$34.11		2343B-350 \$43.02



## Motorola P1225

	Belt loop		Clip		Swivel
Leather	2014B \$39.51		2014B-C \$46.71		2014B-150 \$58.86
Leather - DTMF	2018B \$39.51		2018B-C \$46.71		2018B-150 \$58.86
Nylon	2314B \$28.35		2314B-C \$34.11		2314B-350 \$43.02



## Motorola HT750 (also fits MTX850)

	Belt loop		Clip		Swivel
Leather	2055B \$35.91		2055B-C \$43.11		2055B-150 \$55.26
Nylon	2355B \$28.35		2355B-C \$34.11		2355B-350 \$43.02



## Motorola HT1250 (also fits MTX8250)

	Belt loop		Clip		Swivel
Leather - System Pad	2056B \$35.91		2056B-C \$43.11		2056B-150 \$55.26
Leather - DTMF	2057B \$35.91		2057B-C \$43.11		2057B-150 \$55.26
Nylon - System Pad	2356B \$28.35		2356B-C \$34.11		2356B-350 \$43.02
Nylon - DTMF	2357B \$28.35		2357B-C \$34.11		2357B-350 \$43.02



## MOTOROLA CT150 / CT250

	Belt loop		Clip		Swivel
Leather	2070B \$39.51		2070B-C \$46.71		2070B-150 \$58.86
Nylon	2370B \$28.35		2370B-C \$34.11		2370B-350 \$43.02



## MOTOROLA EX500

	Belt loop		Clip		Swivel
Leather	2065B \$35.91		2065B-C \$43.11		2065B-150 \$55.26
Nylon	2365B \$28.35		2365B-C \$34.11		2365B-350 \$43.02



# CASES THAT FIT THE FOLLOWING MOTOROLA RADIOS

## MOTOROLA EX560

	Belt loop		Clip		Swivel	
Leather	2069B	\$35.91	2069B-C	\$43.11	2069B-150	\$55.26
Nylon	2369B	\$28.35	2369B-C	\$34.11	2369B-350	\$43.02



## MOTOROLA EX600

	Belt loop		Clip		Swivel	
Leather	2066B	\$35.91	2066B-C	\$43.11	2066B-150	\$55.26
Nylon	2366B	\$28.35	2366B-C	\$34.11	2366B-350	\$43.02



## Motorola CP125

	Belt loop		Clip		Swivel	
Nylon	2310B	\$28.35	2310B-C	\$34.11	2310B-350	\$43.02



## MOTOROLA CP100, CP185 XTN100, DTR550, DTR650

	Belt loop		Clip	
Nylon Pouch	BP800B	\$16.11	BP800C	\$17.91



## MOTOROLA HT1550

	Belt loop		Clip		Swivel	
Leather	2102B	\$39.51	2102B-C	\$46.71	2102B-150	\$58.86
Leather - System Pad	2101B	\$39.51	2101B-C	\$46.71	2101B-150	\$58.86
Leather - DTMF	2098B	\$39.51	2098B-C	\$46.71	2098B-150	\$58.86
Nylon	2302B	\$28.35	2302B-C	\$34.11	2302B-350	\$43.02
Nylon - System Pad	2301B	\$28.35	2301B-C	\$34.11	2301B-350	\$43.02
Nylon - DTMF	2398B	\$28.35	2398B-C	\$34.11	2398B-350	\$43.02



## Motorola CP185

	Belt loop		Clip		Swivel	
Leather	2021B	\$35.91	2021B-C	\$43.11	2021B-150	\$55.26
Nylon	2321B	\$28.35	2321B-C	\$34.11	2321B-350	\$43.02



## Motorola CP200 / CP200D

	Belt loop		Clip		Swivel	
Leather	2091B	\$35.91	2091B-C	\$43.11	2091B-150	\$55.26
Nylon	2391B	\$28.35	2391B-C	\$34.11	2391B-350	\$43.02



## Motorola BPR40

	Belt loop		Clip		Swivel	
Leather	2019B	\$35.91	2019B-C	\$43.11	2019B-150	\$55.26
Nylon	2319B	\$28.35	2319B-C	\$34.11	2319B-350	\$43.02



# CASES THAT FIT THE FOLLOWING MOTOROLA RADIOS

## MOTOROLA CP200 XLS

	Belt loop	Clip	Swivel
Leather part display	2092B \$35.91	2092B-C \$43.11	2092B-150 \$55.26
Leather full keypad	2093B \$35.91	2093B-C \$43.11	2093B-150 \$55.26
Nylon part display	2392B \$28.35	2392B-C \$34.11	2392B-350 \$43.02
Nylon full keypad	2393B \$28.35	2393B-C \$34.11	2393B-350 \$43.02



## MOTOROLA XTS 3000 / XTS 3500 / XTS 5000 / MTX 2000 / MTS 2000

	Belt loop	Clip	Swivel
Leather	2031B \$44.55	2031B-C \$51.75	2031B-150 \$63.90
Leather - System Pad	2032B \$44.55	2032B-C \$51.75	2032B-150 \$63.90
Leather - DTMF	2033B \$44.55	2033B-C \$51.75	2033B-150 \$63.90
Leather - Low Cut	2034B \$44.55	2034B-C \$51.75	2034B-150 \$63.90
Nylon	2331B \$28.35	2331B-C \$34.11	2331B-350 \$43.02
Nylon - System Pad	2332B \$28.35	2332B-C \$34.11	2332B-350 \$43.02
Nylon - DTMF	2333B \$28.35	2333B-C \$34.11	2333B-350 \$43.02



## MOTOROLA XTS 2500

	Belt loop	Clip	Swivel
Leather - No Display	2095B \$44.55	2095B-C \$51.75	2095B-150 \$63.90
Leather - LCD only	2094B \$44.55	2094B-C \$51.75	2094B-150 \$63.90
Leather - Part Keypad	2096B \$44.55	2096B-C \$51.75	2096B-150 \$63.90
Leather - DTMF	2097B \$44.55	2097B-C \$51.75	2097B-150 \$63.90
Nylon	2395B \$28.35	2395B-C \$34.11	2395B-350 \$43.02
Nylon - Part Keypad	2396B \$28.35	2396B-C \$34.11	2396B-350 \$43.02
Nylon - DTMF	2397B \$28.35	2397B-C \$34.11	2397B-350 \$43.02



## Motorola PR400

	Belt loop	Clip	Swivel
Leather	2104B \$39.51	2104B-C \$46.71	2104B-150 \$58.86
Leather - System Pad	2105B \$39.51	2105B-C \$46.71	2105B-150 \$58.86
Leather - DTMF	2106B \$39.51	2106B-C \$46.71	2106B-150 \$58.86
Nylon	2304B \$28.35	2304B-C \$34.11	2304B-350 \$43.02
Nylon - System Pad	2305B \$28.35	2305B-C \$34.11	2305B-350 \$43.02
Nylon - DTMF	2306B \$28.35	2306B-C \$34.11	2306B-350 \$43.02



## Motorola PR860

	Belt loop	Clip	Swivel
Leather	2108B \$39.51	2108B-C \$46.71	2108B-150 \$58.86
Nylon	2308B \$28.35	2308B-C \$34.11	2308B-350 \$43.02



## Motorola PR1500 / MT1500 / XTS1500

	Belt loop	Clip	Swivel
Leather	2109B \$39.51	2109B-C \$46.71	2109B-150 \$58.86
Nylon	2309B \$28.35	2309B-C \$34.11	2309B-350 \$43.02



## MOTOROLA SL7550

Nylon	BP7550 \$16.11	BP7550-C \$17.91
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# CASES THAT FIT THE FOLLOWING MOTOROLA RADIOS

## MOTOROLA APX 4000 (Dual Knob, Partial Keypad) - APX 1000

	Belt loop	Clip	Swivel
Leather	2074B \$44.55	2074B-C \$51.75	2074B-150 \$63.90
Nylon	2374B \$28.35	2374B-C \$34.11	2374B-350 \$43.02



## MOTOROLA APX 7000

	Belt loop	Clip	Swivel
Leather (short battery)	2099B \$44.55	2099B-C \$51.75	2099B-150 \$63.90
Leather (long battery)	2199B \$44.55	2199B-C \$51.75	2199B-150 \$63.90
Leather-XE version-Ltd Key - loop only:		2125B \$44.55	
Leather-XE version-DTMF - loop only:		2126B \$44.55	
Nylon (Short battery)	2379B \$28.35	2379B-C \$34.11	2379B-350 \$43.02



## MOTOROLA APX 6000 (APX 8000)

	Belt loop	Clip	Swivel
Leather Holster (short)	2088B \$44.55	2088B-C \$51.75	2088B-150 \$63.90
Leather (short battery)	2089B \$44.55	2089B-C \$51.75	2089B-150 \$63.90
Leather (long battery)	2189B \$44.55	2189B-C \$51.75	2189B-150 \$63.90
Leather-XE version-Ltd Key - loop only:		2120B \$44.55	
Leather-XE version-DTMF - loop only:		2121B \$44.55	
Nylon (Short battery)	2373B \$28.35	2373B-C \$34.11	2373B-350 \$43.02



## MOTOROLA XPR 6100 / 6300 / 6380 / 6500 / 6550 / 6580

	Belt loop	Clip	Swivel
Leather (6300)1500mAh	2023B \$35.91	2023B-C \$43.11	2023B-150 \$55.26
Leather (6500)1500mAh	2024B \$35.91	2024B-C \$43.11	2024B-150 \$55.26
Leather (6300)2150mAh	2030B \$35.91	2030B-C \$43.11	2030B-150 \$55.26
Leather (6500)2150mAh	2029B \$35.91	2029B-C \$43.11	2029B-150 \$55.26
Nylon (6300)	2323B \$28.35	2323B-C \$34.11	2323B-350 \$43.02
Nylon (6500/6550)	2324B \$28.35	2324B-C \$34.11	2324B-350 \$43.02



## MOTOROLA XPR 6580 IS 'Blue Radio'

	Belt loop	Clip	Swivel
Leather	2052B \$35.91	2052B-C \$43.11	2052B-150 \$55.26



## MOTOROLA XPR 3300 / 3500

	Belt loop	Clip	Swivel
Leather (3300)	2061B \$35.91	2061B-C \$43.11	2061B-150 \$55.26
Leather (3500)	2062B \$35.91	2062B-C \$43.11	2062B-150 \$55.26
Nylon (3300)	2327B \$28.35	2327B-C \$34.11	2327B-350 \$43.02
Nylon (3500)	2328B \$28.35	2328B-C \$34.11	2328B-350 \$43.02



## MOTOROLA XPR 7350 / 7550

	Belt loop	Clip	Swivel
Leather (7350)	2063B \$35.91	2063B-C \$43.11	2063B-150 \$55.26
Leather (7550)	2064B \$35.91	2064B-C \$43.11	2064B-150 \$55.26
Nylon (7350)	2363B \$28.35	2363B-C \$34.11	2363B-350 \$43.02
Nylon (7550)	2364B \$28.35	2364B-C \$34.11	2364B-350 \$43.02





## CASES THAT FIT THE FOLLOWING ICOM RADIOS

### Icom F3GS / F3GT / F4GS / F4GT

	Belt loop	Clip	Swivel
Leather - LCD	6195B \$39.51	6195B-C \$46.71	6195B-150 \$58.86
Leather - DTMF	6196B \$39.51	6196B-C \$46.71	6196B-150 \$58.86
Nylon - LCD	3195B \$28.35	3195B-C \$34.11	3195B-350 \$43.02
Nylon - DTMF	3196B \$28.35	3196B-C \$34.11	3196B-350 \$43.02



### Icom F30GS / F30GT / F40GS / F40GT

	Belt loop	Clip	Swivel
Leather - LCD	61975B \$39.51	61975B-C \$46.71	61975B-150 \$58.86
Leather - DTMF	6197B \$39.51	6197B-C \$46.71	6197B-150 \$58.86
Nylon - LCD	31975B \$28.35	31975B-C \$34.11	31975B-350 \$43.02
Nylon - DTMF	3197B \$28.35	3197B-C \$34.11	3197B-350 \$43.02



### Icom F21 / F11

	Belt loop	Clip	Swivel
Leather	6198B \$35.91	6198B-C \$43.11	6198B-150 \$55.26
Nylon	3198B \$28.35	3198B-C \$34.11	3198B-350 \$43.02



### Icom F50 / F60

	Belt loop	Clip	Swivel
Leather	6199B \$35.91	6199B-C \$43.11	6199B-150 \$55.26
Nylon	3199B \$28.35	3199B-C \$34.11	3199B-350 \$43.02



### Icom M88

	Belt loop	Clip	Swivel
Leather	6200B \$35.91	6200B-C \$43.11	6200B-150 \$55.26
Nylon	3200B \$28.35	3200B-C \$34.11	3200B-350 \$43.02



### Icom M71 / M72

	Belt loop	Clip	Swivel
Leather	6272B \$35.91	6272B-C \$43.11	6272B-150 \$55.26



### Icom F14 / F24 / F3011 / F4011

	Belt loop	Clip	Swivel
Leather	6114B \$35.91	6114B-C \$43.11	6114B-150 \$55.26
Nylon	3214B \$28.35	3214B-C \$34.11	3214B-350 \$43.02



### Icom F33 / F43

	Belt loop	Clip	Swivel
Leather	6143B \$39.51	6143B-C \$46.71	6143B-150 \$58.86
Nylon - DTMF	3243B \$28.35	3243B-C \$34.11	3243B-350 \$43.02
Nylon - LCD	3243E \$28.35	3243E-C \$34.11	3243E-350 \$43.02
Nylon - No Window	3243F \$28.35	3243F-C \$34.11	3243F-350 \$43.02



# CASES THAT FIT THE FOLLOWING ICOM RADIOS

## Icom F70 / F80

	Belt loop	Clip	Swivel
Leather	6170B \$39.51	6170B-C \$46.71	6170B-150 \$58.86
Leather - LCD	6171B \$39.51	6171B-C \$46.71	6171B-150 \$58.86
Leather - DTMF	6172B \$39.51	6172B-C \$46.71	6172B-150 \$58.86
Nylon	3270B \$28.35	3270B-C \$34.11	3270B-350 \$43.02
Nylon - LCD	3271B \$28.35	3271B-C \$34.11	3271B-350 \$43.02
Nylon - DTMF	3272B \$28.35	3272B-C \$34.11	3272B-350 \$43.02



## Icom F3061 / 4061 / 3161 / 4161 / 3261 / 4261

	Belt loop	Clip	Swivel
Leather - LCD	6161B \$39.51	6161B-C \$46.71	6161B-150 \$58.86
Leather - DTMF	6162B \$39.51	6162B-C \$46.71	6162B-150 \$58.86
Nylon - LCD	3161B \$28.35	3161B-C \$34.11	3161B-350 \$43.02
Nylon - DTMF	3162B \$28.35	3162B-C \$34.11	3162B-350 \$43.02



## Icom F3021 / F4021 / F3031S / F4031S / F3230 / F4230

	Belt loop	Clip	Swivel
Leather - LCD	6121B \$39.51	6121B-C \$46.71	6121B-150 \$58.86
Leather - DTMF	6122B \$39.51	6122B-C \$46.71	6122B-150 \$58.86
Nylon - LCD	3121B \$28.35	3121B-C \$34.11	3121B-350 \$43.02
Nylon - DTMF	3122B \$28.35	3122B-C \$34.11	3122B-350 \$43.02



## Icom F3001 / F4001 / F3101D / F4101D / F3210D / F4210D

	Belt loop	Clip	Swivel
Leather	6201B \$35.91	6201B-C \$43.11	6201B-150 \$55.26
Nylon	3201B \$28.35	3201B-C \$34.11	3201B-350 \$43.02



## Icom F9011 / F9021

	Belt loop	Clip	Swivel
Leather	6211B \$39.51	6211B-C \$46.71	6211B-150 \$58.86
Leather - LCD	6212B \$39.51	6212B-C \$46.71	6212B-150 \$58.86
Leather - DTMF	6213B \$39.51	6213B-C \$46.71	6213B-150 \$58.86
Nylon	3211B \$28.35	3211B-C \$34.11	3211B-350 \$43.02
Nylon - LCD	3212B \$28.35	3212B-C \$34.11	3212B-350 \$43.02
Nylon - DTMF	3213B \$28.35	3213B-C \$34.11	3213B-350 \$43.02



## Icom F1000 / F2000

Leather	6110B \$35.91	6110B-C \$43.11	6110B-150 \$55.26
Leather - LCD	6111B \$35.91	6111B-C \$43.11	6111B-150 \$55.26
Leather - DTMF	6112B \$35.91	6112B-C \$43.11	6112B-150 \$55.26
Nylon	3110B \$28.35	3110B-C \$34.11	3110B-350 \$43.02
Nylon - LCD	3111B \$28.35	3111B-C \$34.11	3111B-350 \$43.02
Nylon - DTMF	3112B \$28.35	3112B-C \$34.11	3112B-350 \$43.02



## Icom IP 100

Nylon	3100B \$28.35
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## CASES THAT FIT THE FOLLOWING KENWOOD RADIOS

### Kenwood TK250 / 350 Medium Cap Battery (Short)

	Belt loop	Clip	Swivel
Leather	7097B \$80.19	7097B-C \$93.15	7097B-150 \$115.02
Nylon	2797B \$51.03	2797B-C \$61.40	2797B-350 \$77.44



### Kenwood TK250 / 350 / 353 High Cap Battery (Tall) Reg.& DTMF

	Belt loop	Clip	Swivel
Leather	7098B \$80.19	7098B-C \$93.15	7098B-150 \$115.02
Nylon	2797B \$51.03	2797B-C \$61.40	2797B-350 \$77.44



### Kenwood TK260 / 360 Both Battery Sizes

	Belt loop	Clip	Swivel
Leather	7099B \$80.19	7099B-C \$93.15	7099B-150 \$115.02
Nylon	2799B \$51.03	2799B-C \$61.40	2799B-350 \$77.44



### Kenwood TK270 / 370

	Belt loop	Clip	Swivel
Leather - DTMF	7100B \$80.19	7100B-C \$93.15	7100B-150 \$115.02
Nylon	2799B \$51.03	2799B-C \$61.40	2799B-350 \$77.44



### Kenwood TK290 / 390

	Belt loop	Clip	Swivel
Leather	7120B \$80.19	7120B-C \$93.15	7120B-150 \$115.02
Leather - DTMF	7125B \$80.19	7125B-C \$93.15	7125B-150 \$115.02
Nylon	2720B \$51.03	2720B-C \$61.40	2720B-350 \$77.44



### Kenwood TK2100 / 3100 / 3101

	Belt loop	Clip	Swivel
Leather	7130B \$71.12	7130B-C \$84.08	7130B-150 \$105.95
Nylon	2730B \$51.03	2730B-C \$61.40	2730B-350 \$77.44



### Kenwood TK480 / 380 / 280

	Belt loop	Clip	Swivel
Leather	7110B \$71.12	7110B-C \$84.08	7110B-150 \$105.95
Leather - DTMF	7115B \$71.12	7115B-C \$84.08	7115B-150 \$105.95
Nylon	2750B \$51.03	2750B-C \$61.40	2750B-350 \$77.44
Nylon - DTMF	2755B \$51.03	2755B-C \$61.40	2755B-350 \$77.44



# CASES THAT FIT THE FOLLOWING KENWOOD RADIOS

## Kenwood TK272 / 372 / 373

	Belt loop	Clip	Swivel
Leather	7102B \$71.12	7102B-C \$84.08	7102B-150 \$105.95
Nylon	2702B \$51.03	2702B-C \$61.40	2702B-350 \$77.44



## Kenwood TK2140 / 3140

	Belt loop	Clip	Swivel
Leather	7135B \$64.64	7135B-C \$77.60	7135B-150 \$99.47
Nylon	2735B \$51.03	2735B-C \$61.40	2735B-350 \$77.44



## Kenwood TK2160 / 3160

	Belt loop	Clip	Swivel
Leather	7136B \$64.64	7136B-C \$77.60	7136B-150 \$99.47
Nylon	2736B \$51.03	2736B-C \$61.40	2736B-350 \$77.44



## Kenwood TK2180 / 3180

	Belt loop	Clip	Swivel
Leather	7180B \$64.64	7180B-C \$77.60	7180B-150 \$99.47
Leather - DTMF	7181B \$64.64	7181B-C \$77.60	7181B-150 \$99.47
Nylon	2780B \$51.03	2780B-C \$61.40	2780B-350 \$77.44
Nylon - DTMF	2781B \$51.03	2781B-C \$61.40	2781B-350 \$77.44



## Kenwood TK2202 / 3202 / 3302 / 2400 / 3400 / 2402 / 3402 / NX240 / NX340

	Belt loop	Clip	Swivel
Leather	7202B \$64.64	7202B-C \$77.60	7202B-150 \$99.47
Nylon	2802B \$51.03	2802B-C \$61.40	2802B-350 \$77.44



## Kenwood TK2170 / 3170 / 3173

	Belt loop	Clip	Swivel
Leather	7170B \$64.64	7170B-C \$77.60	7170B-150 \$99.47
Leather - DTMF	7171B \$64.64	7171B-C \$77.60	7171B-150 \$99.47
Nylon	2770B \$51.03	2770B-C \$61.40	2770B-350 \$77.44
Nylon - DTMF	2771B \$51.03	2771B-C \$61.40	2771B-350 \$77.44



## Kenwood TK-5210 / 5310 / 5410

	Belt loop	Clip	Swivel
Leather	7210B \$80.19	7210B-C \$93.15	7210B-150 \$115.02
Leather - Part Cutout	7211B \$80.19	7211B-C \$93.15	7211B-150 \$115.02
Leather - Full Cutout	7213B \$80.19	7213B-C \$93.15	7213B-150 \$115.02
Nylon	2210B \$51.03	2210B-C \$61.40	2210B-350 \$77.44
Nylon - Part Cutout	2211B \$51.03	2211B-C \$61.40	2211B-350 \$77.44
Nylon - Full Cutout	2213B \$51.03	2213B-C \$61.40	2213B-350 \$77.44





# CASES THAT FIT THE FOLLOWING KENWOOD RADIOS

## Kenwood TK2212 / 3212

	Belt loop	Clip	Swivel
Leather	7212B \$71.12	7212B-C \$84.08	7212B-150 \$105.95
Nylon	2212B \$51.03	2212B-C \$61.40	2212B-350 \$77.44



## Kenwood NX200 / NX300 / TK-5220 / TK5320

	Belt loop	Clip	Swivel
Leather - No key - 47L	7204B \$71.12	7204B-C \$84.08	7204B-150 \$105.95
Leather - Partial - 47L	7204B \$71.12	7204B-C \$84.08	7204B-150 \$105.95
Leather - DTMF - 47L	7205B \$71.12	7205B-C \$84.08	7205B-150 \$105.95
Leather - Partial - 48L, 50NC	7214B \$71.12	7214B-C \$84.08	7214B-150 \$105.95
Leather - DTMF - 48L, 50NC	7215B \$71.12	7215B-C \$84.08	7215B-150 \$105.95
Nylon - Partial	2804B \$51.03	2804B-C \$61.40	2804B-350 \$77.44
Nylon - DTMF	2805B \$51.03	2805B-C \$61.40	2805B-350 \$77.44



## Kenwood TK2360 / 3360

	Belt loop	Clip	Swivel
Leather	7136B \$64.64	7136B-C \$77.60	7136B-150 \$99.47
Nylon	2760B \$51.03	2760B-C \$61.40	2760B-350 \$77.44



## Kenwood TK2312 / 3312

	Belt loop	Clip	Swivel
Leather	7112B \$64.64	7112B-C \$77.60	7112B-150 \$99.47
Nylon	2712B \$51.03	2712B-C \$61.40	2712B-350 \$77.44



## Kenwood NX210/ NX410 / NX411

	Belt loop	Clip	Swivel
Leather	7206B \$71.12	7206B-C \$84.08	7206B-150 \$105.95
Nylon	2806B \$51.03	2806B-C \$61.40	2806B-350 \$77.44



## Kenwood NX-220 / 320 / 420

	Belt loop	Clip	Swivel
Leather	7221B \$64.64	7221B-C \$77.60	7221B-150 \$99.47
Leather - Part Cutout	7222B \$64.64	7222B-C \$77.60	7222B-150 \$99.47
Leather - Full Cutout	7223B \$64.64	7223B-C \$77.60	7223B-150 \$99.47
Nylon	2821B \$51.03	2821B-C \$61.40	2821B-350 \$77.44
Nylon - Part Cutout	2822B \$51.03	2822B-C \$61.40	2822B-350 \$77.44
Nylon - Full Cutout	2823B \$51.03	2823B-C \$61.40	2823B-350 \$77.44



## Kenwood NX5000

	Belt loop	Clip	Swivel
Leather - Part Keypad	7207B \$71.12	7207B-C \$84.08	7207B-150 \$105.95
Leather - DTMF	7208B \$71.12	7208B-C \$84.08	7208B-150 \$105.95
Nylon - Part Keypad	2807B \$51.03	2807B-C \$61.40	2807B-350 \$77.44
Nylon - DTMF	2808B \$51.03	2808B-C \$61.40	2808B-350 \$77.44





## CASES THAT FIT THE FOLLOWING HYT RADIOS

### HYT TC- 780

	Belt loop	Clip	Swivel
Leather	6380B \$35.91	6380B-C \$43.11	6380B-150 \$55.26
Nylon	3680B \$28.35	3680B-C \$34.11	3680B-350 \$43.02



### HYT TC-508

	Belt loop	Clip	Swivel
Leather	6308B \$35.91	6308B-C \$43.11	6308B-150 \$55.26
Nylon	3608B \$28.35	3608B-C \$34.11	3608B-350 \$43.02



### HYT TC-518

	Belt loop	Clip	Swivel
Leather	6358B \$35.91	6358B-C \$43.11	6358B-150 \$55.26
Nylon	3658B \$28.35	3658B-C \$34.11	3658B-350 \$43.02



### HYT TC-600

	Belt loop	Clip	Swivel
Leather	6300B \$35.91	6300B-C \$43.11	6300B-150 \$55.26
Nylon	3600B \$28.35	3600B-C \$34.11	3600B-350 \$43.02



### HYT TC-610

	Belt loop	Clip	Swivel
Leather	6310B \$35.91	6310B-C \$43.11	6310B-150 \$55.26
Nylon	3610B \$28.35	3610B-C \$34.11	3610B-350 \$43.02



### HYTERA PD782G

	Belt loop	Clip	Swivel
Leather	6382B \$35.91	6382B-C \$43.11	6382B-150 \$55.26
Nylon	3682B \$28.35	3682B-C \$34.11	3682B-350 \$43.02



### HYTERA PD702

	Belt loop	Clip	Swivel
Leather	6302B \$35.91	6302B-C \$43.11	6302B-150 \$55.26
Nylon	3602B \$28.35	3602B-C \$34.11	3602B-350 \$43.02



### HYTERA X1

Nylon - No Keypad	3611B \$28.35	3611B-C \$34.11	3611B-350 \$43.02
Nylon - Full Keypad	3612B \$28.35	3612B-C \$34.11	3612B-350 \$43.02



### HYTERA PD362

Nylon	3662B \$28.35	3662B-C \$34.11	3662B-350 \$43.02
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### HYTERA PD502

Nylon	3605B \$28.35	3605B-C \$34.11	3605B-350 \$43.02
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# CASES THAT FIT THE FOLLOWING HARRIS RADIOS

## HARRIS MRK Medium Cap Battery Regular & DTMF

	Belt loop		Clip		Swivel
Leather	5105B	\$44.55	5105B-C	\$51.75	5105B-150 \$63.90
Nylon	2705B	\$28.35	2705B-C	\$34.11	2705B-350 \$43.02



## HARRIS MRK High Cap Battery Regular & DTMF

	Belt loop		Clip		Swivel
Leather	5110B	\$44.55	5110B-C	\$51.75	5110B-150 \$63.90
Nylon	2710B	\$28.35	2710B-C	\$34.11	2710B-350 \$43.02



## HARRIS KPC

	Belt loop		Clip		Swivel
Leather	5137B	\$44.55	5137B-C	\$51.75	5137B-150 \$63.90
Leather - cutout	5138B	\$44.55	5138B-C	\$51.75	5138B-150 \$63.90
Nylon	2737B	\$28.35	2737B-C	\$34.11	2737B-350 \$43.02
Nylon - cutout	2738B	\$28.35	2738B-C	\$34.11	2738B-350 \$43.02



## HARRIS Prism LPE200 / LPE50

	Belt loop		Clip		Swivel
Leather	5140B	\$44.55	5140B-C	\$51.75	5140B-150 \$63.90
Leather - cutout	5141B	\$44.55	5141B-C	\$51.75	5141B-150 \$63.90
Nylon - part cutout	2740B	\$28.35	2740B-C	\$34.11	2740B-350 \$43.02
Nylon - full cutout	2741B	\$28.35	2741B-C	\$34.11	2741B-350 \$43.02



## HARRIS Panther 500P

	Belt loop		Clip		Swivel
Leather	5143B	\$44.55	5143B-C	\$51.75	5143B-150 \$63.90
Leather - cutout	5144B	\$44.55	5144B-C	\$51.75	5144B-150 \$63.90
Nylon	2743B	\$28.35	2743B-C	\$34.11	2743B-350 \$43.02
Nylon - cutout	2744B	\$28.35	2744B-C	\$34.11	2744B-350 \$43.02



## CASES THAT FIT THE FOLLOWING HARRIS RADIOS

### HARRIS Panther 300P

	Belt loop	Clip	Swivel
Leather	5149B \$44.55	5149B-C \$51.75	5149B-150 \$63.90
Nylon	2749B \$28.35	2749B-C \$34.11	2749B-350 \$43.02



### HARRIS 300P EDACS

	Belt loop	Clip	Swivel
Leather - part cutout	5153B \$44.55	5153B-C \$51.75	5153B-150 \$63.90
Leather - full cutout	5152B \$44.55	5152B-C \$51.75	5152B-150 \$63.90
Nylon - part cutout	2748B \$28.35	2748B-C \$34.11	2748B-350 \$43.02
Nylon - full cutout	2747B \$28.35	2747B-C \$34.11	2747B-350 \$43.02



### HARRIS Panther 400P / 405

	Belt loop	Clip	Swivel
Leather	5145B \$44.55	5145B-C \$51.75	5145B-150 \$63.90
Nylon	2745B \$28.35	2745B-C \$34.11	2745B-350 \$43.02

### HARRIS Panther 600P / 625P / 605

	Belt loop	Clip	Swivel
Leather - full cutout	5146B \$44.55	5146B-C \$51.75	5146B-150 \$63.90
Nylon - full cutout	2746B \$28.35	2746B-C \$34.11	2746B-350 \$43.02



### HARRIS Jaguar 700P EDACS / P7100IP / P5100 / 7200

	Belt loop	Clip	Swivel
Leather - full cutout	5151B \$44.55	5151B-C \$51.75	5151B-150 \$63.90
Nylon - full cutout	2751B \$28.35	2751B-C \$34.11	2751B-350 \$43.02



# CASES THAT FIT THE FOLLOWING VERTEX RADIOS

## Vertex 160

	Belt loop	Clip	Swivel
Leather	6737B \$35.91	6737B-C \$43.11	6737B-150 \$55.26
Nylon	3737B \$28.35	3737B-C \$34.11	3737B-350 \$43.02



## Vertex 180

	Belt loop	Clip	Swivel
Leather	6738B \$35.91	6738B-C \$43.11	6738B-150 \$55.26
Nylon	3738B \$28.35	3738B-C \$34.11	3738B-350 \$43.02



## Vertex 900 / 600

	Belt loop	Clip	Swivel
Leather	6739B \$39.51	6739B-C \$46.71	6739B-150 \$58.86
Leather - DTMF	6740B \$39.51	6740B-C \$46.71	6740B-350 \$58.86



## Vertex 500 / 510

	Belt loop	Clip	Swivel
Leather	6710B \$44.55	6710B-C \$51.75	6710B-150 \$63.90

## Vertex 520

	Belt loop	Clip	Swivel
Leather	6741B \$39.51	6741B-C \$46.71	6741B-150 \$58.86

## Vertex 410 / 414 / 417

	Belt loop	Clip	Swivel
Leather	6743B \$39.51	6743B-C \$46.71	6743B-150 \$58.86

## Vertex 420 / 424 / 427 with cutout

	Belt loop	Clip	Swivel
Leather	6742B \$39.51	6742B-C \$46.71	6742B-150 \$58.86

## Vertex 537 Short Battery

	Belt loop	Clip	Swivel
Leather	6744B \$39.51	6744B-C \$46.71	6744B-150 \$58.86

## Vertex - Standard HX370S

	Belt loop	Clip	Swivel
Leather	6745B \$39.51	6745B-C \$46.71	6745B-150 \$58.86

## Vertex VX-820 Series (821 / 824 / 829)

	Belt loop	Clip	Swivel
Leather	6746B \$35.91	6746B-C \$43.11	6746B-150 \$55.26
Leather - LCD	67465B \$35.91	67465B-C \$43.11	67465B-150 \$55.26
Leather - DTMF	6747B \$35.91	6747B-C \$43.11	6747B-150 \$55.26
Nylon	3746B \$28.35	3746B-C \$34.11	3746B-350 \$43.02
Nylon - LCD	37465B \$28.35	37465B-C \$34.11	37465B-350 \$43.02
Nylon - DTMF	3747B \$28.35	3747B-C \$34.11	3747B-350 \$43.02



# CASES THAT FIT THE FOLLOWING VERTEX RADIOS

## Vertex VX-820 Series (821 / 824 / 829) EXTRA LARGE BATTERY

	Belt loop	Clip	Swivel
Leather	6753B \$35.91	6753B-C \$43.11	6753B-150 \$55.26
Leather - LCD	6754B \$35.91	6754B-C \$43.11	6754B-150 \$55.26
Leather - DTMF	6755B \$35.91	6755B-C \$43.11	6755B-150 \$55.26



## Vertex VX-920 Series (921 / 924 / 929)

	Belt loop	Clip	Swivel
Leather	6748B \$35.91	6748B-C \$43.11	6748B-150 \$55.26
Leather - LCD	6749B \$35.91	6749B-C \$43.11	6749B-150 \$55.26
Leather - DTMF	6750B \$35.91	6750B-C \$43.11	6750B-150 \$55.26
Nylon	3748B \$28.35	3748B-C \$34.11	3748B-350 \$43.02
Nylon - LCD	3749B \$28.35	3749B-C \$34.11	3749B-350 \$43.02
Nylon - DTMF	3750B \$28.35	3750B-C \$34.11	3750B-350 \$43.02



## Vertex VX-920 Series (921 / 924 / 929) EXTRA LARGE BATTERY

	Belt loop	Clip	Swivel
Leather	6756B \$35.91	6756B-C \$43.11	6756B-150 \$55.26
Leather - LCD	6757B \$35.91	6757B-C \$43.11	6757B-150 \$55.26
Leather - DTMF	6758B \$35.91	6758B-C \$43.11	6758B-150 \$55.26

## Vertex VX-350 Series (351 / 354)

	Belt loop	Clip	Swivel
Leather - (351)	6751B \$35.91	6751B-C \$43.11	6751B-150 \$55.26
Leather - (354)	6752B \$35.91	6752B-C \$43.11	6752B-150 \$55.26



## Vertex - VX231

	Belt loop	Clip	Swivel
Leather	6751B \$35.91	6751B-C \$43.11	6751B-150 \$55.26
Nylon	3751B \$28.35	3751B-C \$34.11	3751B-350 \$43.02



## Vertex VX-450 Series (451 / 454 / 459) / eVerge (531 / 534 / 539)

	Belt loop	Clip	Swivel
Leather - (451)	6760B \$35.91	6760B-C \$43.11	6760B-150 \$55.26
Leather - (454/459)	6761B \$35.91	6761B-C \$43.11	6761B-150 \$55.26
Nylon (451)	3754B \$28.35	3754B-C \$34.11	3754B-350 \$43.02
Nylon (454/459)	3755B \$28.35	3755B-C \$34.11	3755B-350 \$43.02



## Vertex VX-450 Series (451 / 454 / 459) / eVerge (531 / 534 / 539) --HIGH CAP BATTERY

	Belt loop	Clip	Swivel
Leather - (451)	6762B \$35.91	6762B-C \$43.11	6762B-150 \$55.26
Leather - (454/459)	6763B \$35.91	6763B-C \$43.11	6763B-150 \$55.26
Nylon (451)	3754B \$28.35	3754B-C \$34.11	3754B-350 \$43.02
Nylon (454/459)	3755B \$28.35	3755B-C \$34.11	3755B-350 \$43.02



## Vertex VX-260 Series

	Belt loop	Clip	Swivel
Leather - (261)	6770B \$35.91	6770B-C \$43.11	6770B-150 \$55.26
Leather - (264)	6771B \$35.91	6771B-C \$43.11	6771B-150 \$55.26
Leather - (261 High Cap)	6772B \$35.91	6772B-C \$43.11	6772B-350 \$55.26
Leather - (264 High Cap)	6773B \$35.91	6773B-C \$43.11	6773B-350 \$55.26



# CASES THAT FIT THE FOLLOWING EF JOHNSON / BK RELM / TAIT / UNIDEN

## E.F. Johnson 5100

	Belt loop	Clip	Swivel
Leather - DTMF	9090B \$44.55	9090B-C \$51.75	9090B-150 \$63.90
Leather - System Pad	9091B \$44.55	9091B-C \$51.75	9091B-150 \$63.90
Leather - no display	9092B \$44.55	9092B-C \$51.75	9092B-150 \$63.90
Nylon - DTMF	2990B \$28.35	2990B-C \$34.11	2990B-350 \$43.02
Nylon - System Pad	2991B \$28.35	2991B-C \$34.11	2991B-350 \$43.02
Nylon - no display	2992B \$28.35	2992B-C \$34.11	2992B-350 \$43.02



## E.F. Johnson Viking VP400 / VP600 / VP900

Leather - No Display	9095B \$44.55	9095B-C \$51.75	9095B-150 \$63.90
Leather - Part Keypad	9096B \$44.55	9096B-C \$51.75	9096B-150 \$63.90
Leather - Full Keypad	9097B \$44.55	9097B-C \$51.75	9097B-150 \$63.90
Nylon - No Display	2995B \$28.35	2995B-C \$34.11	2995B-350 \$43.02
Nylon - Part Keypad	2996B \$28.35	2996B-C \$34.11	2996B-350 \$43.02
Nylon - Full Keypad	2997B \$28.35	2997B-C \$34.11	2997B-350 \$43.02



## Bendix-King

	Belt loop	Clip	Swivel
Leather - Med. Cap	7600B \$48.51	7600B-C \$55.71	7600B-150 \$67.86
Leather - High Cap	7610B \$48.51	7610B-C \$55.71	7610B-150 \$67.86
Leather - DTMF	7615B \$48.51	7615B-C \$55.71	7615B-150 \$67.86
Nylon	3410B \$28.35	3410B-C \$34.11	3410B-350 \$43.02



## Relm RPU499A+ / RPV599A+

	Belt loop	Clip	Swivel
Leather	6599B \$39.51	6599B-C \$46.71	6599B-150 \$58.86
Nylon	3057B \$28.35	3057B-C \$34.11	3057B-350 \$43.02



## Relm RPV3000 / 3600

	Belt loop	Clip	Swivel
Leather	6580B \$35.91	6580B-C \$43.11	6580B-150 \$55.26
Leather - DTMF	6581B \$35.91	6581B-C \$43.11	6581B-150 \$55.26



## TAIT 9100 Series - Limited Display

	Belt loop	Clip	Swivel
Leather	8202B \$44.55	8202B-C \$51.75	8202B-150 \$63.90
Nylon	2902B \$28.35	2902B-C \$34.11	2902B-350 \$43.02



## Uniden Bearcat BC246T / BC92XLT / BC72XLT / SC230

	Belt loop	Clip	Swivel Clip
Nylon - DTMF	2827B \$28.35	2827B-C \$34.11	2827B-SC \$34.11



## Uniden Bearcat BC396T / BR330T

Nylon - Open Back	2828B \$26.91
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### *With Radio Holder*

***The chest pack has a large zipper pouch for holding documentation that requires quick access. Also includes a place to hold different marking instruments or even another clip on communication device. The chest packs come with straps that have breakaway***



## STRAPS, BELTS, PARTS & ACCESSORIES

## Parts & Accessories

[illegible]

## Belts

[illegible]

## Straps

[illegible]

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**BL-135L**

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**Premium BRIDLE LEATHER - FDNY style shoulder strap with leather mic loop**







# Cases to fit Assorted Pagers

## Motorola Minitor II / III / IV / V

	Belt loop	Clip
Leather - Mini II, V, VI	1225 \$26.91	
Leather - Mini III, IV	1227 \$23.31	
Nylon - Mini II, III, IV	2227 \$17.91	2227-C \$21.51
Nylon - Mini V, VI	2228 \$17.91	2228-C \$21.51



## Fits Advisor, Keynote, Swissphone RE729, and similar sized

	Belt loop	Clip
Nylon	2203 \$17.91	2203-C \$21.51

*Approx. Dim 3 1/2 " Tall-2 1/4" Wide-1" Deep*



## Fits Bravo, Bravo Express, Word Line, LS350, LS750 and similar size pagers

	Belt loop	Clip
Nylon	2270 \$17.91	2270-C \$21.51

*Approx. Dim 3" Tall-1 1/2" Wide-3/4" Deep*



## Fits Sceptar pager

	Belt loop	Clip
Nylon	P401 \$17.91	P401-C \$21.51

## Ballistic Nylon Pouches

***Made with high quality nylon, water repellent coating, and flame adhered lining.***

***Made with a nylon belt loop with snap closure  
or a heavy duty black powder finished metal clip.***

[illegible]

***Fits the Moto 'X' smart phone size and similar***

<b>BP900</b>			
<b>BP900C</b>			

***Fits the Moto 'X' smart phone with thick shell and similar***

<b>BP600</b>		
<b>BP600-C</b>		

***Fits the Motorola V60, V66, T720, and similar size phones***

*Approx. Dim 3 3/4" Tall-1 3/4" Wide-1" Deep*

<b>BP400</b>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>BP400-C</b>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

**Fits the Motorola i870, i560, i760, i850, i730, and similar size phones**

***Approx. Dim 4" Tall-2 ½" Wide-1" Deep***

<b>BP500</b>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>BP500-C</b>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

***Fits the Nokia 3300 Series and similar size phones***

*Approx. Dim 4¾" Tall-2" Wide-1 1/2" Deep*

<b>BP200</b>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>BP200-C</b>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

**Fits Motorola i265, i275, i605, i205, i30, Nokia 5100-6100 series**

*Approx. Dim 5 1/4" Tall-2 1/4" Wide-1 1/4" Deep*

[illegible]

**Fits Motorola i355, i305, i35, i58, i500, i700, and similar size phones**

**Approx. Dim 6" Tall-2 1/4" Wide-1 3/4" Deep**





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LM Mount, 17' CX, PL259	
LM Mount, 17' DS, No Conn	
LM Mount, 17' DS, FME	
LM Mount, 17' CX, FME	
LM Mount, 17' CX, No Conn	
LM Mount, 17' UD, No Conn	
LM Mount, 17' UD, FME	
LM Mag Mount, 12' CX, UHF Type Conn	
LM Mag Mount, 12' CX, BNC	
LM Mag Mount, 12' DS, No Conn	
LM Mag Mount, 12' DS, FME	
LM Mag Mount, 12' CX, FME	
LM Mag Mount, 12' CX, MPL	
LM Mag Mount, 12' CX, PL259	
LM Mag Mount, 12' CX, SMA	
LM Mag Mount, 12' CX, TNC	
LM TLP Mount, 17' CX, PL259	
LM TLP Mount, 17' DS, No Conn	
Black Low Profile, Unity, 450 - 470 MHz, 17' UD, No Conn	
Black Low Profile, Unity, 806 - 960 MHz, 17' UD, No Conn	
Black Low Profile, Unity, 806 - 960 MHz, 17' UD, SMA CP 58	
White Low Profile, Unity, 806 - 960 MHz, 17' UD, SMA Female CP 58	
Mag Mount Housing with 3/4" Hole	
2" Mag Mount / Whip Enc, 4 dBi/4 dBi, 825-960/1850-1990 MHz, 12' DS, FME	
2" Mag Mount / Whip Enc, 4 dBi/4 dBi, 825-960/1850-1990 MHz, 12' DS, MPL	
2" Mag Mount / Whip Enc, 4 dBi/4 dBi, 825-960/1850-1990 MHz, 12' DS, SMA	

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2" Mag Mount / Whip Enc, 4 dBi/4 dBi, 825-960/1850-1990 MHz, 12' DS, TNC	
2" Mag Mount / Whip Enclosed, 3 dB, 806 - 896 MHz, 12' RG-174, FME	
2" Mag Mount / Whip Enclosed, 3 dB, 806 - 896 MHz, 12' RG-174, MPL	
2" Mag Mount / Whip Enclosed, 3 dB, 806 - 896 MHz, 12' RG-174, TNC	
2" Mag Mount / Whip Enclosed, 3 dB, 890 - 960 MHz, 12' RG-174, MPL	
2" Mag Mount / Whip Enclosed, 3 dB, 890 - 960 MHz, 12' RG-174, SMA	
2" Mag Mount / Whip Enclosed, 3 dB, 890 - 960 MHz, 12' RG-174, TNC	
2" Mag Mount / Whip, Unity, 144 - 965 MHz, 12' RG-58, FME	
2" Mag Mount / Whip, Unity, 806 - 896 MHz, 12' RG-58, FME	
2" Mag Mount / Whip, Unity, 890 - 960 MHz, 12' RG-58, FME	
Coil / Whip, 3 dB, 144 - 174 MHz, 17' CX, PL259, .100 Dia Black Whip	
Coil / Whip, 3 dB, 144 - 174 MHz, 17' CX, PL259, .100 Dia Stainless Whip	
NMO Thick Mount Hardware, 3/8" Hole	

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Stealth Blade A 2.4 GHz 12' RG-174, No Conn

Stealth Blade A	Stealth Blade, Unity / 2.14 dBi, 2400 - 2500 MHz, 12' RG-174, No Conn	Stealth Blade
Stealth Blade A	Stealth Blade, Unity / 2.14 dBi, 2400 - 2500 MHz, 12' RG-174, RP SMA	Stealth Blade
Stealth Blade A	Stealth Blade, Unity / 2.14 dBi, 2400 - 2500 MHz, 3' RG-174, No Conn	Stealth Blade
Stealth Blade A	Stealth Blade, Unity / 2.14 dBi, 2400 - 2500 MHz, 6' RG-174, No Conn	Stealth Blade
Stealth Blade A	Stealth Blade, Unity / 2.14 dBi, 2400 - 2500 MHz, 3' RG-174, MMCX	Stealth Blade
Stealth Blade A	Stealth Blade, Unity / 2.14 dBi, 2400 - 2500 MHz, 6' RG-174, MMCX	Stealth Blade
Stealth Blade A	Stealth Blade, Unity / 2.14 dBi, 2400 - 2500 MHz, 3' RG-174, SMA	Stealth Blade
Stealth Blade A	Stealth Blade, Unity / 2.14 dBi, 2400 - 2500 MHz, 6' RG-174, SMA	Stealth Blade
Stealth Blade A	Stealth Blade, Unity / 2.14 dBi, 2400 - 2500 MHz, 3' RG-174, SMB	Stealth Blade
Stealth Blade A	Stealth Blade, Unity / 2.14 dBi, 2400 - 2500 MHz, 6' RG-174, SMB	Stealth Blade
Stealth Blade A	Stealth Blade, 450 - 470 MHz, 12' RG-316, No Conn	Stealth Blade
Stealth Blade A	Stealth Blade, 450 - 470 MHz, 12' RG-316, FME Crimp	Stealth Blade
Stealth Blade A	Stealth Blade, 450 - 470 MHz, 12' RG-316, MPL	Stealth Blade
Stealth Blade A	Stealth Blade, 450 - 470 MHz, 12' RG-316, MPL	Stealth Blade

	Stealth Blade, 806 - 896 MHz, 12' RG-174, No Conn	
	Stealth Blade, 806 - 896 MHz, 3' RG-174, No Conn	
	Stealth Blade, 806 - 896 MHz, 12' RG-174, FME	
	Stealth Blade, 806 - 896 MHz, 3' RG-174, FME Crimp	
	Stealth Blade, 806 - 896 MHz, 12' RG-174, MPL Crimp	
	Stealth Blade, 806 - 896 MHz, 3' RG-174, MPL Crimp	
A	Stealth Blade, 806 - 896 MHz, 12' RG-174, SMA Male	
A	Stealth Blade, 806 - 896 MHz, 3' RG-174, SMA	
	Stealth Blade, 806 - 896 MHz, 12' RG-174, TNC Crimp	
	Stealth Blade, 806 - 896 MHz, 3' RG-174, TNC Crimp	
	Stealth Blade, 890 - 960 MHz, 12' RG-174, No Conn	
	Stealth Blade, 890 - 960 MHz, 3' RG-174, No Conn	
A	Stealth Blade, 890 - 960 MHz, 12' RG-174, SMA Male	
A	Stealth Blade, 890 - 960 MHz, 3' RG-174, SMA Male	
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	Dipole - Center Fed, 1710 - 1850 MHz, TNC, 6 1/2"	
	Dipole - Center Fed, 1850 - 1990 MHz, TNC, 6 1/2"	
	Dipole - Center Fed, 2400 - 2500 MHz, TNC, 4"	
	A	
	Dipole - Center Fed, 824 - 894 MHz, TNC, 8"	
	Dipole - Center Fed, 872 - 964 MHz, TNC, 8"	
	A	
	Dipole - Center Fed, 890 - 960 MHz, TNC RP, 8"	
	Dipole - Center Fed, 1710 - 1850 MHz, SMA, 6 1/2"	
	Dipole - Center Fed, 1850 - 1990 MHz, SMA, 6 1/2"	
	Dipole - Center Fed, 2400 - 2500 MHz, SMA, 4"	
	Dipole - Center Fed, 824 - 894 MHz, SMA, 9"	
	Dipole - Center Fed, 890 - 960 MHz, SMA, 8"	
	Dipole - Center Fed, 2400 - 2500 MHz, SMARP, 4"	
	Dipole - Center Fed, 890 - 960 MHz, SMARP, 8"	
	Dipole - Center Fed, Fixed Right Angle, 2400 - 2500 MHz, N Female, 3.5"	
	A	
	A	

Whip - End Fed, 1/2 Wave, 806 - 866 MHz, M7X1.0, 7"	
Whip - End Fed, 1/2 Wave, 890 - 960 MHz, M7X1.0, 6"	
Antenna A	
Antenna A	
Helical - Standard - 1/4 Wave, 150 - 162 MHz, 1/4-32x3/16, 8"	
Helical - Standard - 1/4 Wave, 154 - 166 MHz, 1/4-32x3/16, 8"	
Helical - Standard - 1/4 Wave, 154 - 166 MHz, 1/4-32x3/16, 8" for Newer ICOM Radios	
Helical - Standard - 1/4 Wave, 160 - 174 MHz, 1/4-32x3/16, 8"	
Helical - Standard - 1/4 Wave, 160 - 174 MHz, 1/4-32x3/16, 8" for newer ICOM Radios	
Helical - Standard - 1/4 Wave, Field Tunable, 136 - 221 MHz, 1/4-32x3/16, 7"	
Helical - Standard - 1/4 Wave, Field Tunable, 136 - 221 MHz, M7x1.0, 8"	
Helical - Standard - 1/4 Wave, Field Tunable, 136 - 221 MHz, BNC, 8"	
Helical - Standard - 1/4 Wave, Field Tunable, 136 - 221 MHz, BNC Covered, 8"	
Helical - Standard - 1/4 Wave, Field Tunable, 136 - 221 MHz, TNC, 8"	
Helical - Standard - 1/4 Wave, Field Tunable, 136 - 221 MHz, TNC Covered, 8"	
Helical - Standard - 1/4 Wave, Field Tunable, 136 - 221 MHz, SMA M T1, 8"	
Helical - Standard - 1/4 Wave, 150 - 162 MHz, SMA F T1, 7"	
Helical - Standard - 1/4 Wave, 160 - 174 MHz, SMA F T1, 7"	
Helical - Standard - 1/4 Wave, Field Tunable, 138 - 221 MHz, SMA F T1, 8"	
Helical - Standard - 1/4 Wave, 150 - 162 MHz, SMA F T2, 8"	
Helical - Standard - 1/4 Wave, 160 - 174 MHz, SMA F T2, 8"	
Helical - Standard - 1/4 Wave, Field Tunable, 136 - 221 MHz, SMA F T2, 7"	
Helical - Standard - 1/4 Wave, 160 - 174 MHz, SMA F T3, 7"	
Helical - Standard - 1/4 Wave, Field Tunable, 136 - 221 MHz, SMA F T3, 7"	
Antenna A	
Helical - Standard - 1/4 Wave, Field Tunable, 136 - 221 MHz, SMA M T2, 7"	
Helical Short - 1/4 Wave, 152 - 160 MHz, 1/4-32x3/16, 4"	
Helical Short - 1/4 Wave, 403 - 437 MHz, 1/4-32x3/16, 2.75"	
Helical Short - 1/4 Wave, 432 - 468 MHz, 1/4-32x3/16, 2.75"	
Antenna A	
Helical Short - 1/4 Wave, 800 - 865 MHz, M7x1.0, 2 3/4"	
Helical Short - 1/4 Wave, 432 - 468 MHz, BNC, 3"	
Antenna A	
Helical Short - 1/4 Wave, 611 MHz, BNC, 3"	
Helical Short - 1/4 Wave, 800 - 864 MHz, SMA M T1, 2 3/4"	
Helical Short - 1/4 Wave, 872 - 954 MHz, SMA M T1, 2 3/4"	
Helical Short - 1/4 Wave, 152 - 160 MHz, SMA F T1, 4"	
Helical Short - 1/4 Wave, 162 - 172 MHz, SMA F T1, 4"	
Helical Short - 1/4 Wave, 432 - 468 MHz, SMA F T1, 3"	
Helical Short - 1/4 Wave, 475 - 515 MHz, SMA F T1, 3"	
Helical Short - 1/4 Wave, 800 - 864 MHz, SMA F T1, 2 3/4"	
Helical Short - 1/4 Wave, 872 - 954 MHz, SMA F T1, 2 3/4"	
Helical Short - 1/4 Wave, 432 - 468 MHz, SMA F T2, 3"	
Helical Short - 1/4 Wave, 462 - 498 MHz, SMA F T2, 3"	
Helical Short - 1/4 Wave, 475 - 515 MHz, SMA F T2, 3"	
Helical Short - 1/4 Wave, 800 - 864 MHz, SMA F T2, 2 3/4"	
Helical Short - 1/4 Wave, 872 - 954 MHz, SMA F T2, 2 3/4"	
Helical Short - 1/4 Wave, 432 - 468 MHz, SMA F T3, 3"	
Helical Short - 1/4 Wave, 462 - 498 MHz, SMA F T3, 3"	
Helical Short - 1/4 Wave, 475 - 515 MHz, SMA F T3, 3"	
Helical Short - 1/4 Wave, 872 - 954 MHz, SMA F T3, 2 3/4"	
Helical Short - 1/4 Wave, 800 - 864 MHz, SMA M T2, 2 3/4"	
Helical Short - 1/4 Wave, 872 - 954 MHz, SMA M T2, 2 3/4"	
Antenna A	
Antenna A	
Antenna A	
Antenna A	
Antenna A	
Antenna A	
Antenna A	
Antenna A	
Whip - Standard - 1/4 Wave, 395 - 445 MHz, 1/4-32x3/16, 6"	
Whip - Standard - 1/4 Wave, 425 - 475 MHz, 1/4-32x3/16, 6"	
Whip - Standard - 1/4 Wave, 450 - 480 MHz, 1/4-32x3/16, 6"	
Whip - Standard - 1/4 Wave, Field Tunable, 450 - 512 MHz, 1/4-32x3/16, 6"	
Whip - Standard - 1/4 Wave, 782 - 882 MHz, M7x1.0, 3"	
Whip - Standard - 1/4 Wave, Field Tunable, 400 - 512 MHz, BNC, 6"	
Whip - Standard - 1/4 Wave, Field Tunable, 400 - 512 MHz, BNC Covered, 6"	
Whip - Standard - 1/4 Wave, Field Tunable, 400 - 512 MHz, TNC Covered, 6"	
Whip - Standard - 1/4 Wave, 400 - 512 MHz, TNC Covered, 6"	
Whip - Standard - 1/4 Wave, 782 - 882 MHz, SMA M T1, 3"	

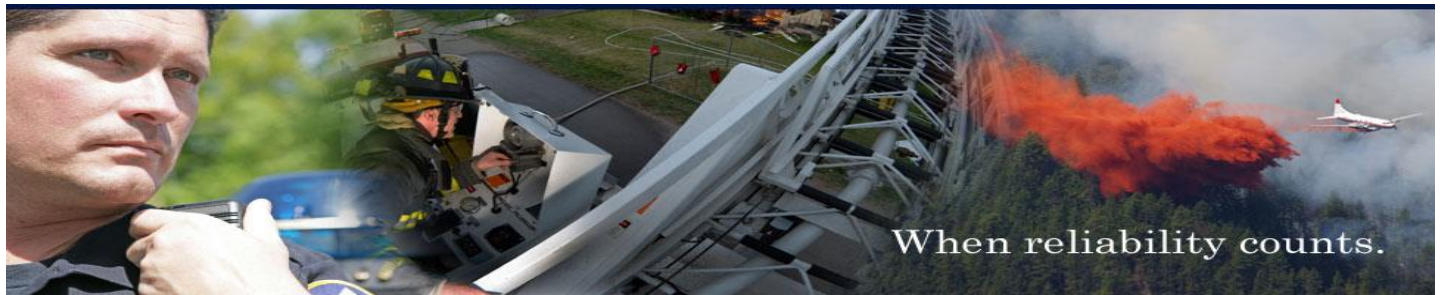




	Whip, 5/8 or 1/4 Wave, 27 - 174 MHz, .125 Dia Stainless Whip, 64"	
	Whip, 5/8 or 1/4 Wave, 27 - 174 MHz, .100 Dia Black Whip, 64"	



In an emergency situation your radio is your lifeline and can mean the difference between survival and tragedy. The performance of your radio's accessories is equally as important. Every battery, charger, audio accessory, and radio case we offer is designed to offer optimal performance in the most demanding environments. All of our products undergo vigorous testing to ensure the highest level of dependability.



***When Reliability Counts. Choose Waveband.***  
***Effective Date: January 1, 2013***

## RETAIL PRICING LIST AND SELECTION GUIDE

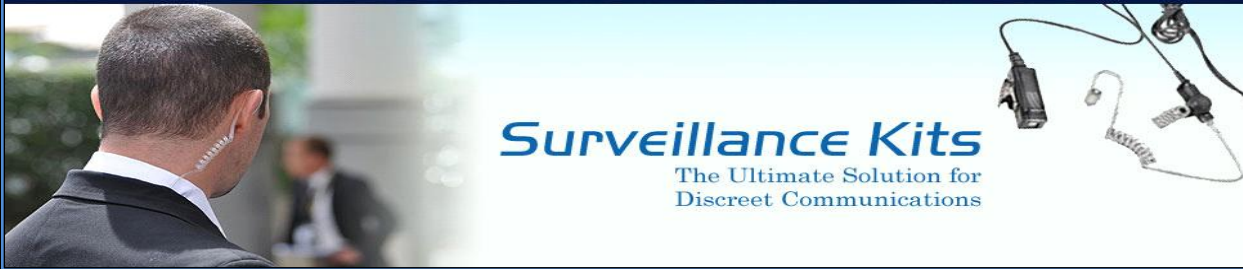


**Toll Free 800-806-1076 [www.wvbandcoms.com](http://www.wvbandcoms.com)**

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# EAGLE LAPEL MICROPHONE



Waveband Part # WV1-15023X-QR-M5 & WV1-15023X-QR-M11 (Eagle Lapel Microphone).

Fully equivalent to "Hawk" Model No. EP1323QR & EP1334QR

## Eagle Lapel Microphone

### FEATURES:

- Excellent Audio Quality
- Concealable & Lightweight
- Sensitive to a whisper
- Polyurethane-jacketed, Kevlar cables for extended life in the field
- Easy Grip PTT
- Long Tube Earphone
- Ear Molds
- 2 wire kit can be worn on lapel or end of Arm. (unlike 1.5 wire kit)
- 2 wire is preferred by federal law enforcement agencies include FBI, and secret service.



WV1-15023X-QR models includes ear inserts and Hirose QR adapter

### Technical Specifications

#### Speaker

Dimension	16.0'10.6mm
Impedance	73±200hm
Sound pressure level	117±3dB at 1000Hz

#### Microphone

Type	Electret Condenser Microphone
Impedance	2.2k0hm
Sensitivity	40±3dB at 1000Hz (OdB=1 V/Pa
Operating Voltage	1.1-10VDC
Warranty Period	1 year

# TERMINATOR TACTICAL HEADSET

Waveband Part # WV-2040-T-M5 & WV-2040-T-QR-M5, WV-2040-T-M11, WV-2040-T-QR-M11 (Terminator Bone Conduction Headset).

Fully equivalent to "Crane" Model No EP2223, EP2223QR, EP2234 & EP2234QR.

## Terminator Tactical Headset

### FEATURES:

- Bone Conduction speakers receive through facial bones
- Unobstructed hearing for complete situational awareness
- Noise Cancellation Boom Microphone
- Heavy duty robust design: Mil-STD-810F



Terminator Tactical Bone Conduction Headset includes Comply 29db noise reduction ear tips and heavy duty break away cable.

### Technical Specifications

#### Microphone

Impedance	2.2kOhm
Sensitivity	-31db+-Ohm Ac:37+5ohm

#### Bone Conduction Speakers

Impedance	DC:8.5+ - 10hm Ac:37+ - Ohm
Sensitivity	125 + - 4db (odb-mV/Un)
Input Power	Rated 0.5 W Max 1.0W
Warranty Period	1 year



# TERMINATOR EXTREME TACTICAL HEADSET

Waveband Part # WV-2041-T-M5 & WV-2041-T-M11 (Terminator Bone Conduction Headset w/throat microphone for Motorola Jedi/XTS & Apx Series Radio).

Fully equivalent to "Crane" Model No. EPX2234N & EPX2223N

## Terminator Headset w / Throat

### FEATURES:

- Bone Conduction speakers receive through facial bones
- Unobstructed hearing for complete situational awareness
- Noise Cancellation Boom Microphone
- Heavy duty robust design: Mil-STD-810F

Bone Conduction



Throat Microphone



Terminator Extreme Tactical Bone Conduction Headset includes Comply 29db noise reduction ear tips and heavy duty break away cable.

### Technical Specifications

#### Microphone

Impedance	2.2kOhm
Sensitivity	-31db+-Ohm Ac:37+5ohm

#### Bone Conduction Speakers

Impedance	DC:8.5+ - 10hm AC:37+ - Ohm
Sensitivity	125 + - 4db (odb-mV/Un)
Input Power	Rated 0.5 W Max 1.0W
Warranty Period	1 year

	Compatible Radio Models	Waveband Part # & MSRP
<b>Eagle Lapel Microphone</b>	<b>EF Johnson:</b> 51SL, 5000 series, 5100 series, 7700 series, Multi-net Ascend	<b>WV1-15023X-QR-M5</b>
	<b>Motorola:</b> GP900, GP9000, HT1000, JT1000, MT2000, MTS2000, MTX8000, MTX838, MTX900, MTX9000, MTX960, MTX-LS, XTS2500, XTS3000Astro, XTS3500, XTS5000, XTS3000, PR1500, XTS1500	<b>\$89.70</b>
	<b>Motorola:</b> TRBO, XPR6300, XPR6500, GP339, GP340, GP360, GP380, GP640, GP650, GP680, HT1250, HT1250LS, HT1550, HT1550XLS, HT750, MTX8250, MTX8250LS, MTX850, MTX850LS, MTX9250, MTX950, PRO5150, PRO5350, PRO5450, PRO5550, PRO5750, PRO7150, PRO7350, PRO7450, PRO7550, PRO9150, PTX700, PTX760, PTX780, MTX950, PR860, PRO7750. Motorola APX6000 & APX7000	<b>WV1-15023X-QR-M11</b>
		<b>\$89.70</b>

	Compatible Radio Models	Waveband Part # & MSRP	
TERMINATOR HEADSET	<b>EF Johnson:</b> 51SL, 5000 series, 5100 series, 7700 series, Multi-net Ascend  <b>Motorola:</b> GP900, GP9000, HT1000, JT1000, MT2000, MTS2000, MTX8000, MTX838, MTX900, MTX9000, MTX960, MTX-LS, XTS2500, XTS3000Astro, XTS3500, XTS5000, XTS3000, PR1500, XTS1500	WV-2040-T-M5	WV-2040-T-QR-M5
		\$349.99	\$349.99
	<b>Motorola:</b> TRBO, XPR6300, XPR6500, GP339, GP340, GP360, GP380, GP640, GP650, GP680, HT1250, HT1250LS, HT1550, HT1550XLS, HT750, MTX8250, MTX8250LS, MTX850, MTX850LS, MTX9250, MTX950, PRO5150, PRO5350, PRO5450, PRO5550, PRO5750, PRO7150, PRO7350, PRO7450, PRO7550, PRO9150, PTX700, PTX760, PTX780, MTX950, PR860,PRO7750. Motorola APX6000 & APX7000	WV-2041-T-M11	WV-2040-T-QR-M11
		\$349.99	\$349.99

	Compatible Radio Models	Waveband Part # & MSRP
EXTREME TERMINATOR	<b>EF Johnson:</b> 51SL, 5000 series, 5100 series, 7700 series, Multi-net Ascend  <b>Motorola:</b> GP900, GP9000, HT1000, JT1000, MT2000, MTS2000, MTX8000, MTX838, MTX900, MTX9000, MTX960, MTX-LS, XTS2500, XTS3000Astro, XTS3500, XTS5000, XTS3000, PR1500, XTS1500	<b>WV-2041-T-M5</b> <b>Extreme Tactical Headset</b>
		\$349.99
	<b>Motorola:</b> TRBO, XPR6300, XPR6500, GP339, GP340, GP360, GP380, GP640, GP650, GP680, HT1250, HT1250LS, HT1550, HT1550XLS, HT750, MTX8250, MTX8250LS, MTX850, MTX850LS, MTX9250, MTX950, PRO5150, PRO5350, PRO5450, PRO5550, PRO5750, PRO7150, PRO7350, PRO7450, PRO7550, PRO9150, PTX700, PTX760, PTX780, MTX950, PR860, PRO7750. Motorola APX6000 & APX7000	<b>WV-2041-T-M11</b> <b>Extreme Tactical Headset</b>
		\$349.99

## Connector Chart

<b>I5</b>	<b>Icom:</b> IC-F50, IC-F51, IC-F60, IC-F61, IC-F30G, IC-F30GT, IC-F30GS, IC-F31GS, IC-F31GT, IC-F40G, ICF40GS, IC-F40GT, F70, F80, M87/88, IC-F3061 Series, IC-F4061 Series, IC-F3161 Series, IC-F4161Series, IC-F31, IC-F41G, IC-F50V, IC-F60V
<b>I2</b>	<b>Icom:</b> IC-F3G, IC-F3GS, IC-G3GT, IC-F4G, IC-F4GS, IC-F4GT, IC-F43GS, IC-F43GT, IC-F43TR, IC-F11, IC-F11S, IC-F14, IC-F14S, IC-F15, IC-F21, IC-F21S, IC-F22, IC-F24, IC-F24S, IC-F31, IC-F33, IC-F43, BC100, IC-F3001, IC-F3011, IC-F3021, IC-F3021S, IC-F3021T, IC-F4001, IC-F4011, IC-F4021, IC-F4021S, IC-F4021T
<b>I3</b>	<b>Icom:</b> F11, F21, F14, F14S, F21, F24, F24S, F33G, F43G, F43TR, IC-43G, F3GT, F4G, F4GT
<b>K1</b>	<b>HYT/HYTERA:</b> TC620, TC700EX <b>Relm:</b> RPU416, RPV516, RPU499, RPV599X, RPV516A, RPV599A Plus, RPU416A, RPU499A Plus, RPU4200 <b>Kenwood:</b> TK-208, TK-220, TK-240, TK-240D, TK-248, TK-250, TK-260, TK-260G, TK-270, TK-270G, TK-308, TK-340, TK-340D, TK-348, TK-350, TK-353, TK-360, TK-360G, TK-370, TK-370G, TK-372G, TK-430, TK-431, TK-2100(Pro Talk),2102(Pro Power),2130(Pro Talk XLS),2160, TK-2212, TH-22AT, TH-77A, TH-78A, THD7A(G), TH-235A, TH-28A, TH-42AT, TH-48A, TH-G71A, TH-F6, TH-F6A, TH-K2AT, TK-320, TK-373, TK-2170, TK-2200, TK-2202, TK-2300, TK-2360, TK-3201, TK-3170, TK-3173, TK-3200, TK-3212, TK-3230, TK-3350, TK-3360, TK-3202, TK-3100(Pro), TK-3101(Free Talk XL),TK-3102(Pro Power), TK-3130(Pro Talk XLS),3131(Free Talk XLS), 3160
<b>HYT07</b>	<b>HYTERA:</b> PD-780, PD-782, PD-880T, PD-790EX
<b>K2</b>	<b>Kenwood:</b> TK-2140, TK-3140, TK-3180, TK-280, TK-380, TK-480, TK-481, TK-190, TK-290, TK-390, TK-2180, TK-3180, TK-3212, TK-5210, TK-190, TK-5400, Nexedge NX200/300, TK-385, TK-3148, TK-5220, TK-5310, TK-5320
<b>MC2</b>	<b>Harris / M/A Com / Tyco:</b> Jaguar 700P, P5100 Series, P5200 Series, P7100 Series, P7200 Series
<b>MC3</b>	<b>Harris / M/A Com / Tyco:</b> P5300, P5400, P7300 & XG-75 Series
<b>M5</b>	<b>EF Johnson:</b> 51SL, 5000 series, 5100 series, 7700 series, Multi-net Ascend <b>Motorola:</b> GP900, GP9000, HT1000, JT1000, MT2000, MTS2000, MTX8000, MTX838, MTX900, MTX9000, MTX960, MTX-LS, XTS2500, XTS3000Astro, XTS3500, XTS5000, XTS3000, PR1500, XTS1500
<b>M11</b>	<b>Motorola:</b> TRBO, XPR6300, XPR6500, XPR6350, XPR6380, XPR6550, XPR6580 and APX7000 Series
<b>VY1A</b>	<b>Vertex:</b> VX130, VX160, VX180, VX210, VX210A, VX400, VX410, VX420, VX354, VX451, VX454, VX459,VX230, VX231, VX350, VX351
<b>VY2</b>	<b>Vertex:</b> MH-360M, MH-450M, MH-50A7A, VH-110, VH115M, VH-120, VH-130, VH-215M, VH-225M, VX600, VX800, VX900,VX530, VX537

<b>M1</b>	<b>Tekk:</b> XU100, XV100, XU1000, XV1000 <b>Relm:</b> RP6500 <b>Motorola:</b> CP88, CP100, CP150, CP200, CT150, CT250, CT450, CT450LS, GP2000, GP300, GP308, GP68, GP88, BC120, GTI, GTX, LTS2000, PR400, P040, P080, P110, P1215, P1225LS, PRO3150, SP10, SP21, SP50, XTN446, XTN500, XTN600, XV1100, XV2100, XU1100, XU2100, XU2600, VL130, VL50, MAG ONE/BPR40, BC90, CP125, CP185, DTR Series, GP280, CLS Series, BC10, BC130, GP350 (requires Motorola adapter HLN9482)
<b>M2</b>	<b>HYT/HYTERA:</b> TC980 <b>Motorola:</b> MTP700, GP1280, GP140, GP320, GP328, GP329, GP338, GP339, GP340, GP360, GP380, GP640, GP650, GP680, HT1250, HT1250LS, HT1550, HT1550XLS, HT750, MTX8250, MTX8250LS, MTX850, MTX850LS, MTX9250, MTX950, PRO5150, PRO5350, PRO5450, PRO5550, PRO5750, PRO7150, PRO7350, PRO7450, PRO7550, PRO9150, PTX700, PTX760, PTX780, MTX950, PR860, PRO7750
<b>M3</b>	<b>Motorola:</b> EX500, EX600, GL2000, GP328Plus, GP338Plus, GP344, GP388, PRO5150elite, EX560XLS <b>HYT/HYTERA:</b> TC610P, TC780 <b>Relm:</b> RPV3000, RPV3600, RPU3000, RPU3600, 3300C

## Icom Radio Accessories (I5)

IC-F50, IC-F51, IC-F60, IC-F61, IC-F30G, IC-F30GT, IC-F30GS, IC-F31GS, IC-F31GT, IC-F40G, ICF40GS, IC-F40GT, F70, F80, M87/88, IC-F3061 Series, IC-F4061 Series, IC-F3161 Series, IC-F4161 Series, IC-F31, IC-F41G, IC-F50V, IC-F60V



### Waveband Proven Tough Speaker Microphones (3 yr warranty against manufacturer defects and workmanship)

Part #	MSRP	Product Description
<b>WX-8010-S- P08</b>	\$89.99	IP54 Rated Waterproof Rugged Speaker Microphone w/3.5mm Jack
<b>WX-8010-S-P08-E</b>	\$89.99	IP54 Rated Waterproof Rugged Speaker Microphone w/3.5mm Jack and emergency button
<b>WX-8012-S-P08</b>	\$95.00	Public Safety Waterproof Mic with Volume Control and 3.5mm accessory jack. Constructed to meet MIL-STD-specs.



# Speaker Microphone Receive-Only Ear Pieces

(Guaranteed to be in stock & low price guarantee)

Part #	MSRP	Product Description
WV1-10282	\$32.50	Receive-only earpiece with 3.5mm right angle plug, high grade 10" coiled cord, low profile quick disconnect medical grade translucent coiled acoustical tube and two silicon ear buds
WV1-10432	\$32.50	Receive-only earpiece with 2.5mm right angle plug, high grade 10" coiled cord, low profile quick disconnect medical grade translucent coiled acoustical tube and two silicon ear buds
W-Scorpion	\$29.99	Receive-only lightweight flexible earpiece for use with speaker microphone 3.5mm audio jacks
D-shape Over the ear listen only	\$29.99	Over the ear D-shape listen-only with 3.5mm right angle plug. WB D-shape
WC-02004-RS	\$9.00	Flexible open ear insert, right small
WC-020001-LS	\$9.00	Flexible open ear insert, left small
WC-02004-RM	\$9.00	Flexible open ear insert, right medium
WC-020001-LM	\$9.00	Flexible open ear insert, left medium
WC-020002-RL	\$9.00	Flexible open ear insert, right large
WC-020001-LL	\$9.00	Flexible open ear insert, left large

**WC-02004**

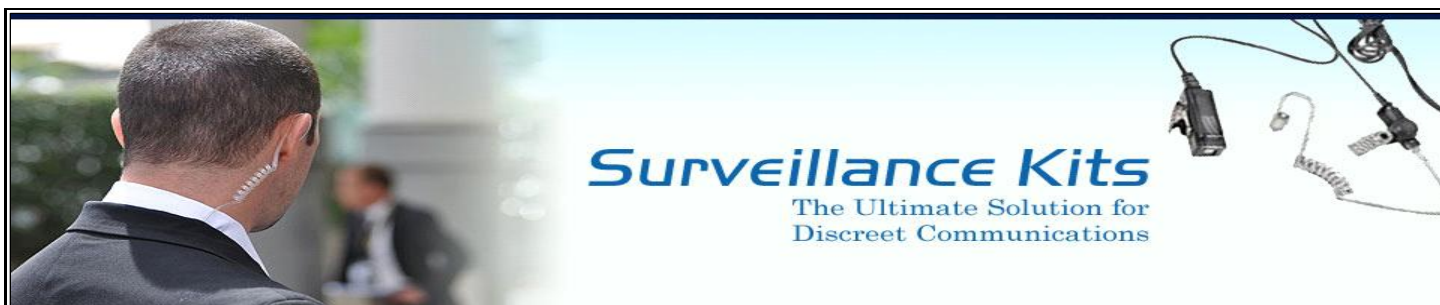





**WV1-10282**



**W-Scorpion**







Part #	MSRP	Product Description
WV1-15024-I5	\$69.99	1-Wire Surveillance Kit with full size PTT with QD Acoustic Tube
WV1-15025-I5	\$89.99	2-Wire Surveillance Kit with Kevlar reinforced cable premium microphone quick disconnect clear acoustical tube, ear bud and direct Icom connector
WV1-15027-I5	\$95.00	3-Wire Surveillance Kit with silent barrel style PTT with QD acoustical tube
<b>WV1-15024-I5</b>		<b>WV1-15025</b>
		
		

Waveband Rugged Lapel Microphones (2 yr warranty against manufacturer defects and workmanship)		
Part #	MSRP	Product Description
WC-DAT-I5	\$48.00	1-Wire Lapel Mic with QD Acoustic Tube
WC-Dhang- I5	\$48.00	1-Wire Lapel Mic with D-shape Ear Hanger
WC-Scorpion Earpiece-I5	\$48.00	1-Wire Lapel Mic with Scorpion Ear Piece

# Headsets

Part #	MSRP	Product Description
WV4-1013-I5	\$139.99	Lightweight headset with PTT and connector for Icom multi-pin radio
WV4-1002 Noise Canceling Headset-I5	\$285.00	Behind the head double muff heavy duty headset. Comes with noise reduction rating of 24dB and large in-line PTT
PBH1-NC Headset-I5	\$139.99	Behind-the-head lightweight headset w/inline PTT & single muff ear piece and background noise canceling mic
<b>WV4-1013-I5</b> 		<b>WV4-1002-I5 Noise Canceling Headset</b> 

## Icom Radio Accessories (I2)

IC-F3G, IC-F3GS, IC-G3GT, IC-F4G, IC-F4GS, IC-F4GT, IC-F43GS, IC-F43GT, IC-F43TR, IC-F11, IC-F11S, IC-F14, ICF14S, IC-F15, IC-F21, IC-F21S, IC-F22, IC-F24, IC-F24S, IC-F31, IC-F33, IC-F43, BC100, IC-F3001, IC-F3011, IC-F3021, ICF3021S, IC-F3021T, IC-F4001, IC-F4011, IC-F4021, IC-F4021S, IC-F4021T



### Waveband Proven Tough Speaker Microphones (3 yr warranty for against manufacturer defects and workmanship)

Part #	MSRP	Product Description
WX-8010-S-PO6	\$89.99	IP54 Rated Waterproof Rugged Speaker Microphone w/3.5mm Jack
WX-8010-S-PO6-E	\$89.99	Speaker microphone is built with heavy Kevlar re-enforced coil cable, splash proof, rugged head design, top quality audio components and a 3.5mm accessory jack and emergency button. (Minimum Order Requirement of 25)
WV-8012-P06	\$95.00	Public Safety Waterproof Mic with Volume Control and 3.5mm accessory jack. Constructed to meet MIL-STD-specs

## Professional Grade Surveillance Kits

Surveillance accessories allow the radio user to privately receive messages with the ear piece. They are ideal when environments require discreet communication.

Part #	MSRP	Product Description
WV1-15028-I2	\$69.99	1-Wire Surveillance Kit with full size PTT with QD Acoustic Tube
WV1-15001-12	\$89.99	2-Wire Surveillance Kit with Kevlar reinforced cable premium microphone quick disconnect clear acoustical tube and ear bud
WV1-15030-I2	\$95.00	3-Wire Surveillance Kit with silent barrel style PTT with QD acoustical tube

## Waveband Rugged Lapel Microphones

(2 yr warranty against manufacturer defects and workmanship)

Part #	MSRP	Product Description
WC-DAT-I2	\$48.00	1-Wire Lapel Mic with QD Acoustic Tube
WC-Dhang- I2	\$48.00	1-Wire Lapel Mic with D-shape Ear Hanger
WC-Scorpion Earpiece-I2	\$48.00	1-Wire Lapel Mic with Scorpion Ear Piece

## Lapel Microphone Ear Piece Options

**QD Acoustic Tube**



**D-Shaper Ear Hanger**



**W-Scorpion Ear Piece**



**Waveband 1 Wire Lapel Microphone**



## Headsets

Part #	MSRP	Product Description
WV9-467-I2	\$139.00	Tactical Lightweight behind-the-head headset with noise canceling boom mic in-line PTT and connector for Icom two-pin connector
WV4-1002 Noise canceling headset-I2	\$285.00	Behind the head double muff heavy duty headset. Comes with noise reduction rating of 24dB and large in-line PTT
WV-POH1- Single muff-I2	\$139.00	Lightweight headset with PTT and Icom two-pin connector

## Icom Radio Accessories (I3)

IC-F3G, IC-F3GS, IC-G3GT, IC-F4G, IC-F4GS, IC-F4GT, IC-F43GS, IC-F43GT, IC-F43TR, IC-F11, IC-F11S, IC-F14, ICF14S, IC-F15, IC-F21, IC-F21S, IC-F22, IC-F24, IC-F24S, IC-F31, IC-F33, IC-F43, BC100, IC-F3001, IC-F3011, IC-F3021, ICF3021S, IC-F3021T, IC-F4001, IC-F4011, IC-F4021, IC-F4021S, IC-F4021T



### Waveband Proven Tough Speaker Microphones (3 yr warranty for against manufacturer defects and workmanship)

Part #	MSRP	Product Description
WX-8010-S-P06-I3	\$89.99	IP54 Rated Waterproof Rugged Speaker Microphone w/3.5mm Jack
WX-8010-S-P06-I3-EB	\$89.99	Speaker microphone is built with heavy Kevlar re-enforced coil cable, splash proof, rugged head design, top quality audio components and a 3.5mm accessory jack, and emergency button. (Minimum Order Requirement of 25)
WV-8012-P06-I3	\$95.00	Public Safety Waterproof Mic with Volume Control and 3.5mm accessory jack. Constructed to meet MIL-STD-specs



## Professional Grade Surveillance Kits

Surveillance accessories allow the radio user to privately receive messages with the ear piece. They are ideal when environments require discreet communication.

Part #	MSRP	Product Description
WV1-15028-I2	\$69.99	1-Wire Surveillance Kit with full size PTT with QD Acoustic Tube
WV1-15001	\$89.99	2-Wire Surveillance Kit with Kevlar reinforced cable premium microphone quick disconnect clear acoustical tube and ear bud
WV1-15030-I2	\$95.00	3-Wire Surveillance Kit with silent barrel style PTT with QD acoustical tube

## Waveband Rugged Lapel Microphones

(2 yr warranty against manufacturer defects and workmanship)

Part #	MSRP	Product Description
WC-DAT-I2	\$48.00	1-Wire Listen Only with QD Acoustic Tube
WC-Dhang - I2	\$48.00	1-Wire Listen Only with D-shape Ear Hanger
WC-Scorpion Earpiece-I2	\$48.00	1-Wire Listen Only with Scorpion Ear Piece

## Kenwood (K1) Radio Accessories

HYT/Hytera: TC620, TC700EX

Relm: RPU416, RPV516, RPU499, RPV599X, RPV516A, RPV599A Plus, RPU416A, RPU499A Plus, RPU4200

Kenwood: TK-208, TK-220, TK-240, TK-240D, TK-248, TK-250, TK-260, TK-260G, TK-270, TK-270G, TK-308, TK-340, TK-340D, TK-348, TK-350, TK-353, TK-360, TK-360G, TK-370, TK-370G, TK-372G, TK-430, TK-431, TK-2100(Pro Talk), 2102(Pro Power), 2130(Pro Talk XLS), 2160, TK-2212, TH-22AT, TH-77A, TH-78A, TH-D7A(G), TH-235A, TH-28A, TH-42AT, TH-48A, TH-G71A, TH-F6, TH-F6A, TH-K2AT, TK-320, TK-373, TK-2170, TK-2200, TK-2202, TK-2300, TK-2360, TK-3201, TK-3170, TK-3173, TK-3200, TK-3212, TK-3230, TK-3350, TK-3360, TK-3202, TK-3100(Pro Talk), TK-3101(Free Talk XL), TK-3102(Pro Power), TK-3130(Pro Talk XLS), 3131(Free Talk XLS), 3160



### Waveband Proven Tough Speaker Microphones (3 yr warranty for against manufacturer defects and workmanship)

Part #	MSRP	Product Description
WX-8010-K-P01	\$89.99	IP54 Rated Speaker Microphone w/3.5mm jack
WX-8010-K-P01-EB	\$89.99	IP68 professional sp/mic available with or with an emergency button
WX-8012-K-P01	\$95.00	Public Safety Waterproof Mic with Volume Control and 3.5mm accessory jack. Constructed to meet MIL-STD-specs

## Professional Grade Surveillance Kits

Professional Grade Surveillance accessories allow the radio user to privately receive messages with the ear piece. They are ideal when environments require discreet communication

Part #	MSRP	Product Description
WV1-16023X	\$89.99	2-Wire Surveillance Kit with Kevlar reinforced cable, premium Knowles microphone, QD clear acoustic and conical pins
WV1-16024X	\$69.99	1-Wire Surveillance Kit with full size PTT with QD Acoustic Tube
WV1-16025X	\$95.00	3-Wire Surveillance Kit with silent barrel PTT with QD Acoustic Tube

## Rugged Lapel Microphones

(2 yr warranty against manufacturer defects and workmanship)

Part #	MSRP	Product Description
WC-DAT-K1	\$48.00	1-Wire Listen Only with QD Acoustic Tube
WC-Dhang- K1	\$48.00	1-Wire Listen Only with D-shape Ear Hanger
WC-Scorpion-K1	\$48.00	1-Wire Listen Only with Scorpion Ear Piece

## Headsets

Part #	MSRP	Product Description
WV4-1013-K1	\$139.00	Tactical Lightweight behind-the-head headset with noise canceling boom mic in-line PTT and connector for Kenwood two-pin connector
WV4-1002-K-P01- canceling headset	\$285.00	Behind the head double muff heavy duty headset. Comes with noise reduction rating of 24dB and large in-line PTT
WV-POH1-K1- Single muff	\$139.00	Lightweight headset with PTT and Kenwood two-pin connector

## Hytera (HYT-7) Radio Accessories

HYT/Hytera: PD-780, PD-782, PD-880-T, PD-790EX



## Waveband Proven Tough Speaker Microphones (3 yr warranty for against manufacturer defects and workmanship)

Part #	MSRP	Product Description
WX-8010-HYT-07	\$89.99	IP54 Rated Speaker Microphone w/3.5mm jack
WX-8010-HYT-07-EB	\$89.99	IP68 professional sp/mic available with or without an emergency button. (Minimum Order Requirement of 25)
WX-8012-HYT-07	\$95.00	Public Safety Waterproof Mic with Volume Control and 3.5mm accessory jack. Constructed to meet MIL-STD-specs

## Professional Grade Surveillance Kits

Surveillance accessories allow the radio user to privately receive messages with the ear piece. They are ideal when environments require discreet communication.

Part #	MSRP	Product Description
WV1-16023X-HYT-07	\$89.99	2-Wire Surveillance Kit with Kevlar reinforced cable, premium Knowles microphone, QD clear acoustic and connector for Hytera PD Series Radio.
WV1-16024X-HYT-07	\$69.99	1-Wire Surveillance Kit with full size PTT with QD Acoustic Tube
WV1-16025-HYT-07	\$95.00	3-Wire Surveillance Kit with silent barrel PTT with QD Acoustic Tube

## Waveband Rugged Lapel Microphones

(2 yr warranty against manufacturer defects and workmanship)

Part #	MSRP	Product Description
WC-DAT-HYT-07	\$48.00	1-Wire Listen Only with QD Acoustic Tube
WC-Dhang-HYT-07	\$48.00	1-Wire Listen Only with D-shape Ear Hanger
WC-Scorpion-HYT-07	\$48.00	1-Wire Listen Only with Scorpion Ear Piece

## Kenwood (K2): Radio Accessories

Kenwood: TK-2140, TK-3140, TK-3180, TK-280, TK-380, TK-480, TK-481, TK-190, TK-290, TK-390, TK- 2180, TK-3180, TK-3212, TK-5210, TK-190, TK-5400, Nexedge NX200/300, TK-385, TK-3148, TK-5220, TK-5310, TK-5320



### Waveband Proven Tough Speaker Microphones (1 yr warranty for against manufacturer defects and workmanship)

Part #	MSRP	Product Description
WX-8010-K-P02	\$89.99	IP54 Rated Speaker Microphone w/3.5mm Jack
WX-8010-K-P02-EB	\$89.99	IP54 Rated Speaker Microphone w/3.5mm Jack and emergency button(Minimum Order Requirement of 25)
WX-8012-K-P02	\$95.00	Public Safety Waterproof Mic with Volume Control and 3.5mm accessory jack. Constructed to meet MIL-STD-specs
<b>WX-8010-K-P02</b> 		<b>WX-8012-K-P02</b> 

## Professional Grade Surveillance Kits

Surveillance accessories allow the radio user to privately receive messages with the ear piece. They are ideal when environments require discreet communication

Part #	MSRP	Product Description
WV1-16023X-K2	\$89.99	2-Wire Surveillance Kit with Kevlar reinforced cable, premium Knowles microphone, QD clear acoustic and conical pins
WV1-16024X-K2	\$69.99	1-Wire Surveillance Kit with full size PTT with QD Acoustic Tube
WV1-1605X-K2	\$95.00	3-Wire Surveillance Kit with silent barrel PTT with QD Acoustic Tube

## Waveband Rugged Lapel Microphones

(2 yr warranty against manufacturer defects and workmanship)

Part #	MSRP	Product Description
WC-DAT-K2	\$48.00	1-Wire Listen Only with QD Acoustic Tube
WC-Dhang- K2	\$48.00	1-Wire Listen Only with D-shape Ear Hanger
WC-Scorpion-K2	\$48.00	1-Wire Listen Only with Scorpion Ear Piece

## Headsets

Part #	MSRP	Product Description
WV4-1013-K2	\$139.00	Tactical Lightweight behind-the-head headset with noise canceling boom mic in-line PTT and connector for Kenwood multi-pin connector
WV4-1002-K-PO2	\$285.00	Behind the head double muff heavy duty headset. Comes with noise reduction rating of 24dB and large in-line PTT
WV-POH1- Single muff – K2	\$139.00	Lightweight headset with PTT and Kenwood multi-pin connector

**WV4-1013-K2**



**WV4-1002-K-PO2 Noise Canceling Headset**



# M/A Com (MC2): Harris / M/A Com / Tyco

Jaguar 700P, P5100 Series, P5200 Series, P7100 Series, P7200 Series



## Waveband Proven Tough Speaker Microphones

(3 yr warranty for against manufacturer defects and workmanship) **Low Price Guarantee**

Part #	MSRP	Product Description
WX-8010-M3-3.5mm-EB	\$89.99	IP54 rated waterproof heavy duty speaker microphone with 3.5mm accessory port for Harris P7100 w/functional emergency button (Minimum Order Requirement of 25).
WX-8010-M3-3.5mm	\$89.99	IP54 rated waterproof heavy duty speaker microphone with noise canceling feature & 3.5mm accessory port for Harris P7100
WX-8012-M3	\$95.00	Public Safety Waterproof Mic with Volume Control and 3.5mm accessory jack

### WX-8010-M3-3.5mm-EB





# Professional Grade Surveillance Kits

Surveillance accessories allow the radio user to privately receive messages with the ear piece. They are ideal when environments require discreet communication

Part #	MSRP	Product Description
WV-15040	\$89.99	2-Wire Surveillance Kit with Kevlar reinforced cable, premium Knowles microphone and direct connector for Harris Jaguar 700P/P7100 series radios.
WV-15040- HR	\$89.99	2-Wire Surveillance Kits with Kevlar reinforced cable, premium Knowles microphone, and Hirose quick disconnect plug for Harris P7100
WV1-16024X-MC2	\$69.99	1-Wire Surveillance Kit with full size PTT with QD Acoustic Tube
WV1-16025X-MC2	\$95.00	3-Wire Surveillance Kit with silent barrel PTT with QD Acoustic Tube


**WV-15040**



**WV-15040-HR**



# Headsets

Part#	MSRP	Product Description
WV4-10451	\$139.00	Lightweight headset with PTT and connector for Harris P5100/5200 & 7100/7200
WV4-1002-MC2	\$285.00	Behind the head double muff Heavy Duty Noise Canceling Headset. Headset is rated 24 DB noise canceling and is recommended for manufacturing plant engineers, industrial processing technicians and airport personnel
WV4-10450	\$139.00	Tactical lightweight behind the head headset with noise canceling boom microphone, Kevlar reinforced cable, in line PTT, remote finger PTT, and adjustable headband for use with Harris P7100 and Jaguar 700 P radios
<b>WV-1002-MC2 Extreme Noise Canceling Headset</b> 		

## M/A Com (MC3): Harris / M/A Com / Tyco

Harris / M/A Com / Tyco: P5300, P5400, P7300 & XG-75 Series



### Waveband Proven Tough Speaker Microphones

(3 yr warranty for against manufacturer defects and workmanship) **Low Price Guarantee**

Part #	MSRP	Product Description
WX-8010-E4-3.5mm-EB	\$89.99	IP54 rated waterproof heavy duty speaker microphone with 3.5mm accessory port for Harris P5300, P5400, P7300 & XG-75 w/ emergency button 75 w/functional emergency button (Minimum Order Requirement of 25)
WX-8010-E4-3.5mm	\$89.99	IP54 rated waterproof heavy duty speaker microphone with noise canceling feature & 3.5mm accessory port for Harris P5300, P5400, P7300 & XG-75 series radio
WX-8012-E4-3.5mm	\$95.00	Public Safety Waterproof Mic with Volume Control and 3.5mm accessory jack. Constructed to meet MIL-STD-specs for Harris P5300, P5400, P7300 & XG-75 series radio

## Professional Grade Surveillance Kits

Surveillance accessories allow the radio user to privately receive messages with the ear piece. They are ideal when environments require discreet communication

Part #	MSRP	Product Description
WV1-15022-E4	\$89.99	2-Wire Surveillance Kit with Kevlar reinforced cable, premium Knowles microphone and direct connector for Harris Ma/Com P5500, P5400, P530, and XG-75 Portables
WV1-16024X-MC2	\$79.99	1-Wire Surveillance Kit with full size PTT with QD Acoustic Tube
WV1-16024-E4-HR	\$95.00	3-Wire Surveillance Kit with silent barrel PTT with QD Acoustic Tube. Kit has 3.5mm pigtail for plug in use of any 3.5mm earphone such as walkman or I-POD earphones

**WV1-15022X-E4**



**WV1-15024-E4-HR**



**\*\*WV1-10337X Adapter illustrated sold separately**

# Headsets

Part#	MSRP	Product Description
WV4-1002-MC2	\$285.00	Behind the head double muff heavy duty headset. Comes with noise reduction rating of 24dB and large in-line PTT
WV-MHP-C18-M3-2.5mm	\$149.99	Tactical lightweight behind the head headset with noise canceling boom microphone, Kevlar reinforced cable, in line PTT, remote finger PTT, and adjustable headband
WV4-BA2MA1-M3	\$119.00	Breeze lightweight behind-the-head headset includes noise canceling boom mic and in-line-PTT

## WV-MHP-C18-M3-2.5mm Tactical Headset



## Motorola (M5)

EF Johnson: 51SL, 5000 series, 5100 series, 7700 series, Multi-net Ascend  
 Motorola: GP900, GP9000, HT1000, JT1000, MT2000, MTS2000, MTX8000, MTX838,  
 MTX900, MTX9000, MTX960, MTX-LS, XTS2500, XTS3000Astro, XTS3500, XTS5000,  
 XTS3000, PR1500, XTS1500



**Waveband Proven Tough Speaker Microphones (1 yr warranty for against manufacturer defects and workmanship) Low price & stock guarantee**

Part #	MSRP	Product Description
WX-8010-M-P03	\$85.00	IP54 Rated Waterproof Rugged Speaker Microphone w/3.5mm Jack adapter PTT and noise canceling as a standard feature
WX-8010-M-P03-Hirose	\$88.00	IP54 Rated Waterproof Public Safety Microphone with hirose connector adapter PTT and noise canceling as a standard feature
WX-8012-M-P03	\$95.00	Public Safety Waterproof Mic with Volume Control and 3.5mm accessory jack. Constructed to meet MIL-STD-specs for Motorola XTS Series

**WX-8010-M-P03**



**WX-8012-M-P03**



# Professional Grade Surveillance Kits

Surveillance accessories allow the radio user to privately receive messages with the ear piece. They are ideal when environments require discreet Communication

Part #	MSRP	Product Description
WV1-15023X	\$119.60	2-Wire Surveillance Kit with Kevlar reinforced cable, premium Knowles microphone, QD Hirose connector and clear acoustic tube with 2 silicon ear buds.
WV1-16024X-M5	\$89.00	1-Wire Surveillance Kit with full size PTT with QD Acoustic Tube
WV1-2023x	\$90.00	3-Wire Surveillance Kit with silent barrel PTT with QD Acoustic Tube
WV1- 20022X	\$99.00	3-Wire Surveillance Kit for Motorola XTS 3000/5000 features Kevlar reinforced cable, premium microphone, quick disconnect, ear bud, and hirose connector with barrel style PTT.
WV1-20004-35X	\$99.00	3-Wire Surveillance Kit with 3.5mm pigtail for plug in use of any 3.5mm earphone such as walkman or i-Pod ear phones. XTS 3000/5000 connector included.

**WV1-20022X**



**WV1-20004-35X**



**WV1-15023X**



**WV1-10335X**





FBI using WV1-15023X surveillance kit

Note: PTT and microphone clips onto clothing.

Many customers clip the unit onto their shirt or onto their tie instead of using their palm.

## Headsets

Part #	MSRP	Product Description
WV4-1013-M5	\$119.99	Lightweight headset with PTT and connector for XTS Series Radio.
WV4-1002-M5	\$285.00	Behind the head double muff Heavy Duty headset
WV4-10050	\$149.99	Hirose Quick Disconnect. UDC Speaker Behind-the head headset with boom mic, Kevlar reinforced cable, noise cancelling

**WV4-10050**



**WV4-1013-M5**





## MOTOROLA M11



TRBO, XPR6300, XPR6500, XPR6350, XPR6380, XPR6550, XPR6580 and APX7000 Series

**Waveband Proven Tough Speaker Microphones**  
(3 yr warranty for against manufacturer defects and workmanship)

Part #	MSRP	Product Description
WX-8010-MP08-E	\$89.99	Rugged IP54 rated waterproof compact speaker microphone with man down button and 3.5mm accessory port for Motorola APX/Turbo Series Radio.
WX-8010-MP08	\$89.99	Rugged IP54 rated waterproof compact speaker microphone with 3.5mm accessory jack for Motorola APX/Turbo Series Radio.
WV-8012-MP08	\$95.00	Public Safety Waterproof Mic with Volume Control and 3.5mm accessory jack. Constructed to meet MIL-STD-specs for APX/Turbo Series

## Professional Grade Surveillance Kits

Surveillance accessories allow the radio user to privately receive messages with the ear piece. They are ideal when environments require discreet communication

Part #	MSRP	Product Description
WV5001	\$89.99	2-Wire Surveillance Kit with Kevlar reinforced cable, premium Knowles microphone, QD clear acoustic and conical pins
WV1-16024X- M11	\$69.99	1-Wire Surveillance Kit with full size PTT with QD Acoustic Tube
WV1-15022xx	\$95.00	3-Wire Surveillance Kit with silent barrel PTT with QD Acoustic Tube

# Headsets

Part #	MSRP	Product Description
WV4-1013-M11	\$119.00	Lightweight headset with PTT and connector for turbo/apx.
WV4-1002-M11- Noise canceling headset	\$255.00	Behind the head double muff heavy duty headset
WV4-10059	\$159.00	Tactical lightweight hirose quick disconnect behind the head headset with noise canceling boom microphone and kelvar reinforced cable, in-line PTT, remote finger PTT and adjustable headband for Motorola APX/Turbo Series Radio. Headsets can be worn under Kevlar helmets.

**V4-1013-M11-Mono Single Muff Headset**

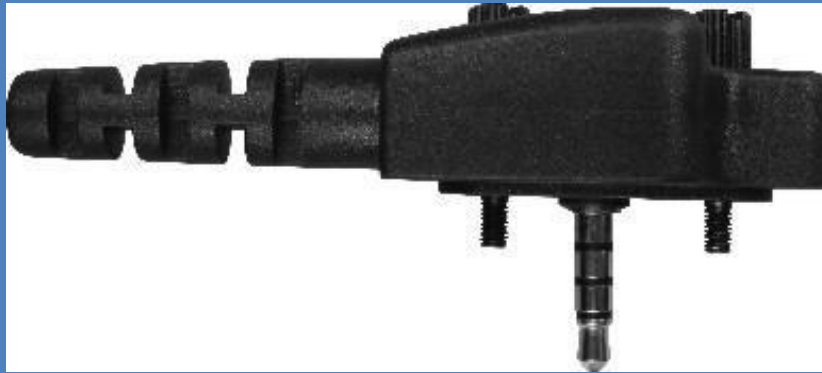


**WV4-10059 Tactical Quick Disconnect Headset**



## Vertex (VY1A)

**Vertex:** Two mounting screws - VX130, VX160, VX180, VX210, VX210A, VX400, VX410, VX420, VX354, VX451, VX454, VX459, VX230, VX231, VX350, VX351



### Waveband Proven Tough Speaker Microphones (3 yr warranty for against manufacturer defects and workmanship)

Part #	MSRP	Product Description
WX-8010-Y1A-EB	\$89.99	Rugged IP54 rated waterproof compact speaker microphone with man down button and 3.5mm accessory port for Vertex VX Series
WX-8010-Y1A	\$89.99	Rugged IP54 rated waterproof compact speaker microphone with 3.5mm accessory jack.
WX-8012 Y1A	\$95.00	Public Safety Waterproof Mic with Volume Control and 3.5mm accessory jack. Constructed to meet MIL-STD-specs for Vertex VX Series.

## Professional Grade Surveillance Kits

Surveillance accessories allow the radio user to privately receive messages with the ear piece. They are ideal when environments require discreet communication

Part #	MSRP	Product Description
WV1-16023X-Y1A	\$99.00	2-Wire Surveillance Kit with Kevlar reinforced cable, premium Knowles microphone, QD clear acoustic and conical pins
WV1-16024X-Y1A	\$89.00	1-Wire Surveillance Kit with full size PTT with QD Acoustic Tube
WV1-16025X-Y1A	\$90.00	3-Wire Surveillance Kit with silent barrel PTT with QD Acoustic Tube

## Headsets

Part #	MSRP	Product Description
WV4-1013-Y1A	\$89.99	Lightweight headset with PTT and connector for turbo/apx.
WV4-1002-Y1A Noise canceling headset	\$348.00	Behind the head double muff heavy duty headset
WV-POH1A- Single muff	\$71.50	Over the head single muff headset

## Vertex (VY2)

**Vertex:** MH-360M, MH-450M, MH-50A7A, VH-110, VH115M, VH-120, VH-130, VH-215M, VH-225M, VX600, VX800, VX900, VX530, VX537



### Waveband Proven Tough Speaker Microphones (3 yr warranty for against manufacturer defects and workmanship)

Part #	MSRP	Product Description
WX-8010-Y2-E	\$89.99	Rugged IP54 rated waterproof compact speaker microphone with man down button and 3.5mm accessory port for Vertex VX Series.
WX-8010-Y2	\$89.99	Rugged IP54 rated waterproof compact speaker microphone with 3.5mm accessory jack for for Vertex.
WV- 8012-Y2	\$95.00	Public Safety Waterproof Mic with Volume Control and 3.5mm accessory jack. Constructed to meet MIL-STD-specs for Vertex

## Professional Grade Surveillance Kits

Surveillance accessories allow the radio user to privately receive messages with the ear piece. They are ideal when environments require discreet communication

Part #	MSRP	Product Description
WV1-16023X-Y2	\$99.00	2-Wire Surveillance Kit with Kevlar reinforced cable, premium Knowles microphone, QD clear acoustic and conical pins
WV1-16024X-Y2	\$89.99	1-Wire Surveillance Kit with full size PTT with QD Acoustic Tube
WV1-16025X-Y2	\$95.00	3-Wire Surveillance Kit with silent barrel PTT with QD Acoustic Tube

## Waveband Rugged Lapel Microphones

(2 yr warranty against manufacturer defects and workmanship)

Part #	MSRP	Product Description
WC-DAT-Y2	\$48.00	1-Wire Listen Only with QD Acoustic Tube
WC-Dhang-Y2	\$48.00	1-Wire Listen Only with D-shape Ear Hanger
WC-Scorpion-Y2	\$48.00	1-Wire Listen Only with Scorpion Ear Piece

## Motorola (M1)

**Tekk:** XU100, XV100, XU1000, XV1000 **ReIm:** RP6500. **Motorola:** CP88, CP100, CP150, CP200, CT150, CT250, CT450, CT450LS, GP2000, GP300, GP308, GP68, GP88, BC120, GTI, GTX, LTS2000, PR400, P040, P080, P110, P1215, P1225LS, PRO3150, SP10, SP21, SP50, XTN446, XTN500, XTN600, XV1100, XV2100, XU1100, XU2100, XU2600, VL130, VL50, MAG ONE/BPR40, BC90, CP125, CP185, DTR Series, GP280, CLS Series, BC10, BC130, GP350 (requires Motorola adapter HLN9482)



## Waveband Proven Tough Speaker Microphones (3 yr warranty for against manufacturer defects and workmanship)

Part #	MSRP	Product Description
WX-8010-M-P01-E	\$89.99	Rugged IP54 rated waterproof compact speaker microphone with man down button and 3.5mm accessory port
WX-8010-M- P01	\$89.00	Rugged IP54 rated waterproof compact speaker microphone with 3.5mm accessory jack for Motorola M1 Series.
WX- 8012-P01	\$95.00	Public Safety Waterproof Mic with Volume Control and 3.5mm accessory jack. Constructed to meet MIL-STD-specs for Motorola CP200.

## Waveband Rugged Lapel Microphones

(2 yr warranty against manufacturer defects and workmanship)

Part #	MSRP	Product Description
WC-DAT-M1	\$48.00	2 -Wire Kit with QD Acoustic Tube
WC-Dhang-M1	\$48.00	2-Wire Kit with D-shape Ear Hanger
WC-Scorpion-M1	\$48.00	2-Wire Kit with scorpion ear piece

## Motorola (M2)

HYT/HYTERA: TC980

**Motorola:** MTP700, GP1280, GP140, GP320, GP328, GP329, GP338, GP339, GP340, GP360, GP380, GP640, GP650, GP680, HT1250, HT1250LS, HT1550, HT1550XLS, HT750, MTX8250, MTX8250LS, MTX850, MTX850LS, MTX9250, MTX950, PRO5150, PRO5350, PRO5450, PRO5550, PRO5750, PRO7150, PRO7350, PRO7450, PRO7550, PRO9150, PTX700, PTX760, PTX780, MTX950, PRO7750.



## Waveband Proven Tough Speaker Microphones (3 yr warranty for against manufacturer defects and workmanship)

Part #	MSRP	Product Description
WX-8010-M2-EB	\$89.00	Rugged IP54 rated waterproof compact speaker microphone with man down button and 3.5mm accessory port (Minimum Order Requirement of 25)
WX-8010-M2	\$85.00	Rugged IP54 rated waterproof compact speaker microphone with 3.5mm accessory jack for Motorola M2 Series.
WX- 8012-M2	\$95.00	Public Safety Waterproof Mic with Volume Control and 3.5mm accessory jack. Constructed to meet MIL-STD-specs.

## Lapel Microphones

Part #	MSRP	Product Description
WC-DAT-M2	\$49.99	1-Wire Kit Only with QD Acoustic Tube
WC-Dhang-M2	\$49.99	1-Wire Kit with with D-shape ear hanger
WC-Scorpion-M2	\$49.99	1-Wire Kit with Scorpion ear piece

## Adapters

Part#	MSRP	Product Description
WV-10335X-I5	\$69.99	Converts a 6-pin QD connector for use on Icom I5 radio models
K2-ADP-M7	\$69.99	Converts a 6-pin QD connector for use on Kenwood K1 radio models
WV1-10335x	\$69.99	Converts a 6-pin QD connector for use on Motorola XTS Series
WV1-10334x	\$69.99	Converts a 6-pin QD connector (M7) for use on M/A Com P7100 series radios
WV1-10337X	\$69.99	Converts a 6 pin QD connector for Ma/Com Harris P5400, P7300, XG-75 portables.
WV-05030	\$69.99	Converts a 6-pin QD connector (M7) for use on Motorola TRBO radios



# Single Pin 3.5mm Threaded Adapters Options

Part#	MSRP	Product Description
WV-M5-AD-M6	\$69.99	Converts a Single pin, 3.5mm threaded connector (M6) for use on Motorola M5 radio models
WV-M2-AD-M6	\$69.99	Converts a single pin, 3.5mm threaded connector (M6) for use on Motorola M2 radio models
WV-M11-AD-M6	\$69.99	Converts a Single pin, 3.5mm threaded connector (M6) for use on Motorola TRBO radios

**WV1-10337X**



**WV1-10335X**



**WV-05030**



**K2-ADP-M7**



# Waveband Order Form

**Billing Address:**

**Shipping Address:**

**E-mail Address:**

**Purchase Order Number:**

**Contact Name:**

**Phone:**

**Billing Information:**

**Bill: (check one)**    **MasterCard**    **Visa**

**Credit Card Information**

**Card#**

**Name on Card:**

**Expires:**

**EIN# (3 digit number on located on the back of card):**

**Shipping Preference: (check one)**    **Standard Overnight**    **2-Day**    **3-Day**

**Quantity:**

**Waveband Part#:**

**Description:**

**Price:**

**Special Instructions:**

**Feel free to give Waveband Communications a call at 800-806-1076**

**WAVEBAND COMMUNICATIONS LLC**  
**361 WINGED FOOT DRIVE**  
**WESTMINSTER, MD 22158**  
[WWW.WVBANDCOMS.COM](http://WWW.WVBANDCOMS.COM)  
[SALES@WVBANDCOMS.COM](mailto:SALES@WVBANDCOMS.COM)

**POC FOR IFB NO: LRC0083**  
**NICK HOHMAN**  
**P443-305-2274**  
**FAX-866-211-3422**

Waveband Communications LLC full product line is available at [www.wvbandcoms.com](http://www.wvbandcoms.com)  
All City of Austin, TX personnel will receive special government discounted pricing on these additional products by  
visiting <https://www.wvbandcoms.com/register.aspx>.



**ORIGINAL**  
**BID - Invitation For Bid**  
**Two-Way Radio Equipment & Services**

Page 1 of 3

BID Effective Date:

11/08/2016

Bid Invitation Number:

**6100039075**

**Issuing Office:**

Thomas Schwartz  
Commonwealth of Pennsylvania  
US

**Supplier Name/Address:**

Your SAP Vendor Number with us: \_\_\_\_\_

**Please Return Quotation to:**

Commonwealth of Pennsylvania  
US

**Type of Security furnished if required:**

- ☐ Certified bank cashier's check  
☐ Irrevocable letter of credit  
☐ Certificate of deposit  
☐ Other as specified by bid  
☐ Bond - If annual bond:

What is the name of the principal on the bond?

**Return Bid by:**

**Bid Ending Date:**  
12/02/2016

**Bid Ending Time:**  
12:00:00

**Expiration Date of  
Contract (if  
applicable)**

**Delivery Date:**  
See Items

**Please Deliver To:**

**Procurement Contact:**

**Buyer: Thomas Schwartz**  
Phone:  
Fax:

This Invitation For Bids is comprised of: Part I, General Information; Part II, Bid Requirements; Part III, Criteria For Selection; Part IV, IFB Specifications; Part V, Contract Clauses; any documents attached to this Invitation For Bids or incorporated by reference; and any addenda issued by the Issuing Office prior to Bid Opening.

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

The Bidder has completed and submitted this Bid in accordance with the instructions and requirements and terms and conditions of the Invitation For Bid. The Bidder has attached documents that are required to be submitted with this Bid and those attachments are incorporated by reference and made a part of this Bid. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

Item	Material/Service Desc	Qty	UOM	Unit Price	Total Line Item Price
1	Two-way Radio Equipment	1.000	Each	\$ _____	\$ _____

**General Requirements for all Items:**

**Header Text**

Addendum #1 posted 11/17/16  
Addendum #2 posted 11/18/16  
Addendum #3 posted 11/23/16  
Addendum #4 posted 11/29/16

**ALL PRICES ARE F.O.B. DESTINATIONS**

List of Items Continued  
on Following Page





**ORIGINAL**  
**BID - Invitation For Bid**  
**Two-Way Radio Equipment & Services**  
Original Approval Date: 11/08/2016

Page 3 of 3

Supplier Name: \_\_\_\_\_

**\*\*\* Attributes Page \*\*\***

\*\*\* No further information for this bid \*\*\*

**Mandatory QUESTION #02** - Is the offer in accordance with the "Representations and Authorizations" listed in section "Submission – 001.1" of the attached solicitation document?

**Response:**

**Mandatory QUESTION #01** - Has the submitter read, and does the submitter understand, the "Representations and Authorizations" listed in section "Submission – 001.1" of the attached solicitation document?

**Response:**

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## **PART I - GENERAL INFORMATION**

### **PART I - GENERAL INFORMATION**

#### **I.1 IFB-001.1 Purpose (Oct 2006)**

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of OFFICE OF ADMINISTRATION to satisfy a need for TWO-WAY RADIO EQUIPMENT & SERVICES.

#### **I.2 IFB-005.1 Type of Contract (Oct. 2006)**

If the Issuing Office enters into a contract as a result of this IFB, it will be a Established Price Contract contract containing the Contract Terms and Conditions as shown in Part V of this IFB.

#### **I.3 IFB-008.1C No Pre-bid Conference (Oct. 2006)**

There will be no pre-bid conference for this IFB. If there are any questions, please forward them to the Issuing Office prior to the bid opening date and time.

#### **I.4 IFB-009.1 Questions (February 2012)**

All questions regarding the IFB must be submitted in writing to the email address of the Issuing Officer provided in the solicitation. While there is no set timeline for the submittal of questions, questions received within 48 hours prior to the bid due date and time will be answered at the discretion of the Commonwealth. All questions received will be answered, in writing, and such responses shall be posted to eMarketplace as an addendum to the IFB. The Issuing Officer shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the IFB or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

#### **I.5 IFB-010.1 Addenda to the IFB (Oct. 2006)**

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at [HTTP://WWW.OA.PA.GOV](http://WWW.OA.PA.GOV) it is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

#### **I.6 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011)**

- a. Bids are requested for the item(s) described in the Invitation For Bids and all the documents referenced in the form (collectively called the IFB). Bidders must submit their bids through the Commonwealth's electronic system (SRM).
- b. It is the responsibility of each bidder to ensure that its Bid is received through the electronic system prior to the date and time set for the opening of bids ("Bid Opening Time"). No Bid shall be considered if it arrives after the Bid Opening Time, regardless of reason for the late arrival.

Bids that are timely received prior to the Bid Opening Time shall be opened publicly in the presence of one or more witnesses at the time and place designated in this IFB for the Bid opening.

- c. Bids must be firm. If a Bid is submitted with conditions or exceptions or not in conformance with the terms

and conditions referenced in the IFB Form, it shall be rejected. The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.

d. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

#### **I.7 IFB-024.1 Bid Protest Procedure (April 2016)**

The Bid Protest Procedure is on the DGS website at

<http://www.dgs.pa.gov/Documents/Procurement%20Forms/Handbook/Pt1/Pt%20I%20Ch%2058%20Bid%20Protests.pdf>

#### **I.8 IFB-025.1 Electronic Version of this IFB (Oct 2006)**

This IFB is being made available by electronic means. If a Bidder electronically accepts the IFB, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of a conflict between a version of the IFB in the Bidder's possession and the Issuing Office's version of the IFB, the Issuing Office's version shall govern.

#### **I.9 IFB-027.1 COSTARS Program (April 2016)**

**COSTARS Purchasers.** 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 Members”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members’ participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

1. A “local public procurement unit” is:

- Any political subdivision (local government unit), such as a municipality, school district, or commission;
- Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- Any tax-exempt, nonprofit educational institution or organization;
- Any tax-exempt, nonprofit public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

The Department reserves the right to review and determine eligible applicants as Local Public Procurement Units on a case-by-case basis.

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 Education Facilities Authority, and
- The State System of Higher Education.

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.costars.state.pa.us/SearchCOMember.aspx>

B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members 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 a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.

C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that 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 COSTARS Member unless substantial interests of the Commonwealth are involved.

D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.

E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

<b>Contractor Classification</b>	<b>Required Administrative Fee</b>
Department of General Services Self-Certified Small Business Bidder	\$500
All Other Bidders	\$1,500

1. Each bidder electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business, a copy of its active Small Business Procurement Initiative (SBPI) certificate must be included with the bid submittal.

2. At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA”. The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business, a copy of its active SBPI certificate must be included with the Administrative Fee for each contract year and upon each renewal.

F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.

1. The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract

award and prior to the renewal date for each succeeding Contract period.

2. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:

a. The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.

b. The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.

c. The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.

d. Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.

e. The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.

f. The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.

G. 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. The Contractor shall submit the reports via the web-based COSTARS Suppliers' Gateway at [www.costars.state.pa.us](http://www.costars.state.pa.us) . If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, 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 17101-1914.

2. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and 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.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at [www.costars.state.pa.us](http://www.costars.state.pa.us) .

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 [www.costars.state.pa.us](http://www.costars.state.pa.us) , 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 [GS-PACostars@state.pa.us](mailto:GS-PACostars@state.pa.us)

#### **I.10 IFB-028.1 Participating Addendum with an External Procurement Activity (Dec 6 2006)**

Section 1902 of the *Commonwealth Procurement Code*, 62 Pa.C.S. Section 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

a. **Definitions.** The following words and phrases have the meanings set forth in this provision:

- 1) *External procurement activity:* The term, as defined in 62 Pa. C. S. Section 1901, means a 'buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C.S. Section 1901]. An agency of the United States is an external procurement activity.'
- 2) *Participating addendum:* A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
- 3) *Public procurement unit:* The term, as defined in 62 Pa. C. S. Section 1901, means a 'local public procurement unit or purchasing agency.'
- 4) *Purchasing agency:* The term, as defined in 62 Pa. C. S. Section 103, means a 'Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.'

b. **General.** A participating addendum shall incorporate the terms and conditions of the Contract resulting from this IFB. The Contractor shall not be required to enter into any participating addendum.

c. **Additional Terms.**

- 1) A participating addendum may include additional terms that are required by the law governing the external procurement activity.
- 2) A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.
- 3) The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.
- 4) If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.

d. **Prices.**

- 1) **Price adjustment** For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
  - a) State and local taxes;
  - b) Unemployment and workers compensation fees;

- c) E-commerce transaction fees; and
  - d) Costs associated with additional terms, established pursuant to the Contract.
- 2) The Contractor's pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor's pricing may be adjusted up or down based on market conditions only with the mutual agreement of both the Contractor and any external procurement activity.

**e. Usage Reports on External Procurement Activities.**

The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the fifteenth calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

- f. Electronic Copy of Participating Addendum.** The Contractor, upon request of the Contracting Officer, shall submit **one** electronic copy of the participating addendum to the Contracting Officer within **ten** days after request.

**I.11 IFB-029.1 Prices (Dec 6 2006)**

The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be required to provide the awarded item(s) at the prices quoted in its Bid.

**I.12 IFB-030.1 Approved Equal (Nov 2006)**

Whenever an item is defined in this IFB by trade name and catalogue number of a manufacturer or vendor, the term 'or approved equal,' if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a 'no substitute' is requested. When a 'no substitute' is requested, the Issuing Office will consider Bids for the referenced product only. The term 'or approved equal' is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which it is to be used equally as well as that specified. A Bidder quoting on a product other than the referenced product shall: a) furnish complete identification in its Bid of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposes to furnish; and c) indicate any known specification deviations from the referenced product.

**I.13 IFB-031.1 Alternates (Oct 2013)**

A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award. If an item or items in the IFB are designated "no substitute," this provision does not apply and no alternate may be proposed by a bidder nor will any alternate be considered by the Issuing Office.



#### **I.14 IFB-032.1 New Equipment (Nov 2006)**

Unless otherwise specified in this invitation for bids, all products offered by Bidders must be new or remanufactured. A 'new' product is one that will be used first by the Commonwealth after it is manufactured or produced. A 'remanufactured' product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Bidders from offering products with recycled content, provided the product is new or remanufactured.

#### **I.15 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)**

a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.

- 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
- 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).

b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.

- 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
- 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.

c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:

- 1) The Bidder submits a written request for withdrawal.
- 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
- 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.
- 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in

which the bidder has a substantial interest.

- 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.
- d. Firm Bid. Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.
- e. Clarification and Additional Information. After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:
  - 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
  - 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

#### **I.16 I-IFB-034.1 Rejection of Bids (Nov 2006)**

The Issuing Office reserves the right to reject any and all Bids, to waive technical defects or any informality in Bids, and to accept or reject any part of any Bid if the best interests of the Commonwealth are thereby served.

#### **I.17 Submission-001.1 Representations and Authorizations (Oct 2013)**

By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or

Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.

G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

## **PART II - REQUIREMENTS**

### **PART II - REQUIREMENTS**

#### **II.1 IFB-006.1b COSTARS Program Election to Participate (July 2012)**

If the bidder is willing to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to COSTARS members, the bidder should complete and return the COSTARS Program Election to Participate form which is an attachment to this IFB. If the bidder is asserting that it is a Department of General Services Certified Small Business, the bidder must submit its active certification with the bid response.

#### **II.2 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).**

With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. Offerors must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this IFB. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Bid Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

#### **II.3 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006)**

The Commonwealth may, during its evaluation of the bids, require any bidder to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design, components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid as non-responsive.

#### **II.4 II-IFB-017.1b Reciprocal Limitations Act – Electronic Submittal (February 2007)**

This procurement is subject to the Reciprocal Limitations Act. Bidders must complete and submit with the Bid Response the State of Manufacture Chart, which is contained in GSPUR-89 ("Reciprocal Limitations Act Requirements") which is attached to and made part of this IFB. The completed State of Manufacture Chart should be submitted as part of the Bid Response.

## **PART III - SELECTION CRITERIA**

### **PART III - SELECTION CRITERIA**

#### **III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006)**

To be eligible for selection, a bid must be:

- a. Timely received from a Bidder;
- b. Properly signed by the Bidder.

#### **III.2 III-IFB-006.1f Method of Award - All Bidders (April 2011)**

Award will be made to all responsive and responsible bidders.

#### **III.3 III-IFB-007.1 Awards (May 2011)**

Unless all Bids are rejected, and except as otherwise provided by law, award will be made through the issuance of a contract/purchase order in accordance with the method of award. Unless otherwise specified by the Issuing Office in the IFB form the Commonwealth reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commonwealth. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. As a condition for receipt of award of a contract/purchase order, the Bidder must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, bidders must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363 or 717-346-2676.

#### **III.4 III-IFB-008.1 Tie Bids (Nov 2006)**

All tie bids will be broken by the Issuing Office.

#### **III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006)**

Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Bidder, however, the Issuing Office will take advantage of such offer.

#### **III.6 III-IFB-010.1 Option for Separate Competitive Bidding Procedure (Nov 2006)**

The Commonwealth reserves the right to purchase products or services covered under this Contract through a separate competitive bidding procedure, whenever Commonwealth deems it in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the product or service exists or when the price offered is significantly lower than the Contract price.

#### **III.7 III-IFB-014.1 Rebates (Nov 2006)**

Any rebate applicable at the time of bid should be taken into consideration by the bidder in calculating its bid price. Bidders must specifically state in their bid proposal, when applicable, that rebates have been considered in arriving at the bid price. Following award, the Commonwealth will assign to the awarded bidder, any rebates which the bidder stated that he took into consideration. If the bidder fails to include such a statement, the Commonwealth will receive the full benefit of the manufacturer's rebate.



**PART IV - WORK STATEMENT**

**PART IV - WORK STATEMENT**

**IV.1 IFB-001.1a Specifications (Nov 2006)**

The Commonwealth is seeking bids to procure the item(s) set forth in the attached document entitled "Specifications."



## **PART V - CONTRACT TERMS and CONDITIONS**

### **PART V - CONTRACT TERMS and CONDITIONS**

#### **V.1 CONTRACT-001.1b Contract Terms and Conditions (Nov 30, 2006)**

The Contract with the awarded bidder (who shall become the "Contractor") shall include the following terms and conditions:

#### **V.2 CONTRACT-002.1a Term of Contract – Contract (May 2012)**

The initial term of the Contract shall be 03 year(s) and 00 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Commonwealth (signed and approved as required by the Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

#### **V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013)**

The Contract may be mutually renewed for a maximum of 2 additional 1 year term(s), so long as the Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter dated not less than 090 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 060 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

#### **V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)**

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

#### **V.5 CONTRACT-003.1a Signatures – Contract (July 2015)**

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be electronically signed by the Commonwealth. The electronically-printed name of the Purchasing Agent represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Contract output form does not have "Fully Executed" at the top of the first page and does not have the name of the Purchasing Agent printed in the appropriate box, the Contract has not been fully executed.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding

contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically 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 Contract or acknowledgement 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 a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. 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.

#### **V.6 CONTRACT-004.1a Definitions (Oct 2013)**

As used in this Contract, these words shall have the following meanings:

a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".

b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.

c. Days: Unless specifically indicated otherwise, days mean calendar days.

d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.

e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

f. Services: All Contractor activity necessary to satisfy the Contract.

#### **V.7 CONTRACT-005.1a Purchase Orders (July 2015)**

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed 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. 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.

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically 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 Purchase Order or acknowledgement 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 Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. 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.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

#### **V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)**

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

#### **V.9 CONTRACT-007.01a Supplies Delivery (Nov 30 2006)**

All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.

#### **V.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)**

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

#### **V.11 CONTRACT-008.1a Warranty. (Oct 2006)**

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

#### **V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)**

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which

is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

#### **V.13 CONTRACT-009.1d Ownership Rights (Oct 2006)**

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

#### **V.14 CONTRACT-010.1a Acceptance (Oct 2006)**

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such

item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

#### **V.15 CONTRACT-010.2 Product Conformance (March 2012)**

The Commonwealth reserves the right to require any and all Contractors to:

1. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
2. Supply published manufacturer product documentation.
3. Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
4. Complete a survey/questionnaire relating to the bid requirements and specifications.
5. Provide customer references.
6. Provide a product demonstration at a location near Harrisburg or the using agency location.

#### **V.16 CONTRACT-010.3 Rejected Material Not Considered Abandoned (March 2012)**

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

#### **V.17 CONTRACT-011.1a Compliance With Law (Oct 2006)**

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

#### **V.18 CONTRACT-013.1 Environmental Provisions (Oct 2006)**

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq. ; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended , 32 P.S. Section 693.1.

#### **V.19 CONTRACT-014.1 Post-Consumer Recycled Content (Oct 2013)**

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <http://www.epa.gov/epawaste/conservation/cpg/index.htm> .

#### **V.20 CONTRACT-014.3 Recycled Content Enforcement (February 2012)**

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

#### **V.21 CONTRACT-015.1 Compensation (Oct 2006)**

The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

#### **V.22 CONTRACT-015.2 Billing Requirements (February 2012)**

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing , the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

#### **V.23 CONTRACT-016.1 Payment (Oct 2006)**

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any 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.

- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

#### **V.24 CONTRACT-016.2 ACH Payments (Aug 2007)**

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

#### **V.25 CONTRACT-017.1 Taxes (Dec 5 2006)**

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

#### **V.26 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)**

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

#### **V.27 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)**

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of



such suits.

- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

#### **V.28 CONTRACT-020.1 Audit Provisions (Oct 2006)**

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

#### **V.29 CONTRACT-021.1 Default (Oct 2013)**

a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;

16) Failure to comply with representations made in the Contractor's bid/proposal; or

17) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

### **V.30 CONTRACT-022.1 Force Majeure (Oct 2006)**

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

### **V.31 CONTRACT-023.1a Termination Provisions (Oct 2013)**

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons.

Termination shall be effective upon written notice to the Contractor.

a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract 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 Contract or a 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. 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.

c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

#### **V.32 CONTRACT-024.1 Contract Controversies (Oct 2011)**

a. In the event of a controversy or claim arising from the Contract, 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. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, 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 contracting officer and the Contractor. The contracting officer shall send his/her 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 of the purchasing agency.

c. 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. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

#### **V.33 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)**

a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.

- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

#### **V.34 CONTRACT-026.1 Other Contractors (Oct 2006)**

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

#### **V.35 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (March 2015)**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

7. The Contractor's and each subcontractor'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 and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. 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.

### **V.36 CONTRACT-028.1 Contractor Integrity Provisions (January 2015)**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

**1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

**a. "Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

**b. "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 the execution of this contract.

**c. "Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.

**d. "Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

**e. "Financial Interest"** means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

**f. "Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money,

services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

**g. "Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

**2.** In furtherance of this policy, Contractor agrees to the following:

**a.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

**b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

**c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

**d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.

**e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it

learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

**f.** Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

**g.** When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

**h.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the 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 that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

**i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

**j.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use 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.

### **V.37 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

**1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by

the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, 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/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. 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, to the best knowledge of the Contractor, 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.

4. 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.

5. 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 that 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.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> 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

#### **V.38 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)**

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., 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 "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act 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.

#### **V.39 CONTRACT-031.1 Hazardous Substances (Oct 2013)**

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the



regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq.

a. Labeling. The Contractor shall ensure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Subparagraphs (1) through (4):

1) Hazardous substances:

- a) The chemical name or common name,
- b) A hazard warning, and
- c) The name, address, and telephone number of the manufacturer.

2) Hazardous mixtures:

- a) The common name, but if none exists, then the trade name,
- b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
- c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
- d) A hazard warning, and
- e) The name, address, and telephone number of the manufacturer.

3) Single chemicals:

- a) The chemical name or the common name,
- b) A hazard warning, if appropriate, and
- c) The name, address, and telephone number of the manufacturer.

4) Chemical Mixtures:

- a) The common name, but if none exists, then the trade name,
- b) A hazard warning, if appropriate,
- c) The name, address, and telephone number of the manufacturer, and
- d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

b. **Material Safety Data Sheet.** The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

**V.40 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**V.41 CONTRACT-033.1 Applicable Law (Oct 2006)**

This Contract shall be governed by and interpreted 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 shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

**V.42 CONTRACT- 034.1b Integration (Nov 30 2006)**

This Contract, including the Invitation for Bids, the Contractor's bid, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

**V.43 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)**

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the IFB; and the Contractor's Bid in Response to the IFB.

**V.44 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)**

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

#### **V.45 CONTRACT-035.1a Changes (Oct 2006)**

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

#### **V.46 CONTRACT-037.1a Confidentiality (Oct 2013)**

(a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) required to be disclosed by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to

be confidential and/or proprietary information or trade secrets:

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
  - (i) the attached document contains confidential or proprietary information or trade secrets;
  - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
  - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

#### **V.47 CONTRACT-043.1 Leasing Additional Terms and Conditions (Oct 2013)**

To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Lessee") the option to lease any items covered by the Contract, these Leasing Terms And Conditions shall, in addition to the other terms and conditions of the Contract, govern the Lease, except to the extent the Contractor assigns a Lease to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Leasing Terms and Conditions. If a Lessee desires to lease contract items, the Lessee shall indicate its leasing election on the PO issued to the Contractor ("Lease PO"). By issuing a Lease PO, the Lessee explicitly agrees to these Leasing Terms and Conditions. Any items covered by a Lease shall be called "Leased Property" in these Leasing Terms and Conditions. To the extent that there is a conflict between the other terms and conditions of the Contract and these Leasing Terms and Conditions, these Leasing Terms and Conditions shall prevail to the extent that the Lessee has elected a leasing option.

##### **A. Term of Lease**

The Contractor may provide any Leased Property under the Contract for any term up to 60 months, including a Fair Market Value Option for Lease/Purchases. The Lessee shall identify the term selected, as well as its election of either a Lease or Lease/Purchase option, on the Lease PO. The Lease term shall commence on the date the Lessee accepts the Leased Property by executing the Acceptance Certificate, and the term shall continue for the length specified on the Lease PO. The form of the Acceptance Certificate can be found on the Forms page of the Department of General Services' webpage ([www.dgs.state.pa.us](http://www.dgs.state.pa.us)).

If the Contractor delivers the Leased Property in more than one delivery, unless otherwise specified in the Specifications for this procurement, the Lessee will provide separate acceptance certificates for each delivery of the items, and the Lessee will make periodic payments for the Leased Property corresponding to the amount of the Leased Property delivered and accepted 30 days prior to the payment due date.

##### **B. Payments**

1. Full Term Intention. The Lessee shall pay the applicable monthly or annual rent payment for the Leased Property for the full Lease term, unless the Lessee terminates the Lease, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this section.

2. Non-Appropriation. The Lessee's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for continuation of performance under any Lease for any fiscal year subsequent to the one in which the Lessee issued the Lease PO, the Lessee may return the Leased Property to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Lessee of all further obligations under the Lease, provided:

- a. The Lessee delivers unencumbered title to the Leased Property to the Contractor or Initial Assignee (if applicable);
- b. The Lessee returns the Leased Property to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
- c. The Lessee gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Leased Property is not being replaced by similar items from another vendor. In the event the Lessee returns the Leased Property for failure of appropriations, the Lessee shall pay all amounts then due under the Lease through the end of the fiscal year for which sufficient funds were appropriated for the Lease.

### **C. Title**

1. Title to the Leased Property shall not pass to the Lessee but shall remain in the Contractor or Initial Assignee, whichever applies; except in the case of a Lease/Purchase, the title shall pass to the Lessee upon payment of the final installment or other concluding payment option.

- a. Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Leased Property.
- b. The Leased Property shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
- c. At the request of the Contractor or Initial Assignee, the Lessee will join the Contractor/assignee in executing one or more UCC-1 financing statements.
- d. The Lessee will keep the Leased Property free and clear of all encumbrances except the Contractor's/assignee's security interest.

### **D. Use And Location Of, and Alteration to Leased Property**

The Lessee shall keep the Leased Property within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Leased Property. The Lessee, at its own cost and expense, shall maintain the Leased Property in good operating condition and will not use or deal with the Leased Property in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Lessee agrees not to misuse, abuse, or waste the Leased Property and the Lessee will not allow the Leased Property to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes, or modifications to the Leased Property shall be made without the approval of the Contractor/Initial Assignee.

### **E. Risk of Loss**

The Contractor shall assume and bear the risk of loss or damage to, or theft of, the Leased Property and all component parts while the Leased Property or parts are in the Lessee's possession, unless the Lessee could have prevented such loss, damage, or theft by exercising reasonable care or diligence in the use, protection, or care of the Leased Property or parts. No loss or damage to the Leased Property or parts shall impair any Contractor or Lessee obligation under the Lease, except as expressly provided in these Leasing Terms and Conditions. If the damage could not have been prevented by the Lessee's exercise of reasonable care or diligence, and the Contractor determines the Leased Property or parts can be economically repaired, the Contractor shall repair or cause to be repaired all damages to the Leased Property or their parts. In the event that any of the Leased Property or their parts are stolen or destroyed, or if in the Contractor's opinion they are rendered irreparable, unusable, or damaged, the affected Leased Property shall be considered a total loss and the Lease shall terminate as to that Leased Property, and the Lessee's obligation to pay rent for the affected Leased Property shall be deemed to have ceased as of the date of the loss.

### **F. Warranties**

1. The Lessee shall have the benefit of any and all manufacturer or supplier warranties for the Leased Property

during the Lease term.

2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Lessee's quiet enjoyment of the Leased Property so long as no event of default as defined in Subsection J of this Section shall have occurred and be continuing.

#### **G. Liability**

1. The Lessee assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Lessee's possession, use, operation, condition, or storage of any Leased Property, whether such injury or death be of agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Lessee, its agents or employees, and provided that judgment has been obtained against the Lessee, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Lessee.

2. The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph 1 of this Subsection, including but not limited to risks of public liability and property damage.

#### **H. Assignment**

1. The Lessee shall not assign any Lease PO or other interest in the Leased Property without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Lease PO and Leased Property to an Initial Assignee, who in turn may further assign and/or grant a security interest in a Lease to a subsequent assignee without the Lessee's consent. Any other Contractor assignment shall require the Lessee's prior written consent. Upon written notice to the Lessee, the Contractor may assign payments under any Lease to a third party.

2. The Contractor may assign, without Lessee consent, any Lease PO to a third party ("Initial Assignee") who will fund the purchase of the Leased Property. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Leased Property. The Contractor shall notify the Lessee of any Lease PO assignment in its acknowledgment of the Lease PO to the Lessee, providing the Lessee with a copy of the assignment agreement between the Contractor and the Initial Assignee.

3. Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Leasing Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing a Lease PO, the Lessee waives any claims it may have under the Lease against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Leased Property. The Lessee acknowledges that the Initial Assignee is not the supplier of the Leased Property and is not responsible for their selection or installation. After the ordering Lessee executes, and the Initial Assignee receives, an Acceptance Certificate, if any portion of the Leased Property is unsatisfactory for any reason, the ordering Lessee shall, nevertheless, continue to make payments under the applicable Lease terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.

4. After a Lessee executes and the Initial Assignee receives an Acceptance Certificate:

a. The Lessee shall, regardless of whether any portion of the Leased Property is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Lease and shall make any claim relating to the Leased Property against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and

b. The rights of the Initial Assignee and any subsequent assignee to receive rental payments are absolute and unconditional and shall not be affected by any defense or right of set-off.

5. Warranty Disclaimer

IN THE EVENT THE CONTRACTOR ASSIGNS A LEASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE LEASED PROPERTY), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE LESSEE TAKES THE LEASED PROPERTY "AS IS". IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE LESSEE HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, OR LOSS OF USE.

## **I. Financing and Prepayment**

1. If the Contractor is not the supplier of the Leased Property, the Contractor will pay the charges for the Leased Property directly to the supplier. In the event the Contractor assigns the Lease to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Lease to an Initial Assignee, the Lessee's obligation to make rental payments for the Leased Property for which the Lessee has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Lessee dissatisfaction with any Leased Property.
2. The Lessee may at any time terminate the financing for any Leased Property by prepaying its remaining rental payments. The Lessee shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Lessee of the balance to be paid.
3. If the Lessee purchases Contract items related to Leased Property prior to the expiration of the Lease term, or if the Lease is terminated for any reason except non-appropriation as described in Subsection B of this Subsection, and if the Leased Property has been delivered and the Lessee has executed and delivered to the Contractor an acceptance certificate, the Lessee shall prepay such Leased Property.

## **J. Remedies for Default**

1. If the Lessee does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Lessee is delinquent in payment, if the Lessee breaches any other provision under these Leasing Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Lessee files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:
  - a. Terminate the applicable Lease.
  - b. Take possession of any or all Leased Property in the Lessee's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Leased Property may be and remove and repossess the Leased Property, from the premises without being liable to the Lessee in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Leased Property at public or private sale for cash or credit. The Lessee shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Leased Property and placing the Leased Property in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Leased Property shall include only those items that were leased or lease/purchased under the Lease.
  - c. Recover from the Lessee all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal

Reserve Board for the last calendar week of the month preceding the contractor's/assignee's termination of the applicable Lease. The Treasury Constant Maturities are published in Statistical Release .15 and may be accessed via the Federal Reserve Board's Internet website.

2. In the event of Contractor default under the Default provision of the Contract, the Lessee may pursue one or more of the following remedies:

- a. If the rental payments under the Lease have been assigned to an Initial Assignee, the Lessee shall continue to make payments for that Leased Property which has been delivered and for which the Lessee has provided acceptance certificates to the Contractor/Initial Assignee.
- b. The Lessee may cancel, without liability for payment, its order for any Leased Property which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the rental payments will be recalculated to take into consideration and pay for the actual amount of Leased Property which was delivered and accepted. If no Leased Property has been delivered and accepted, the Lessee may terminate the Lease without liability for any payment.
- c. If payments have not been assigned, the Lessee may set off or counterclaim any and all damages incurred by the Lessee as a result of the Contractor's default against its obligation to make rental payments.

#### **K. Purchase Option**

If the Lessee is not in default, it shall have the right at the expiration of the Lease term to buy the Leased Property "as is with no additional warranty" by tendering the purchase option amount the parties have established. For any Lease with a Fair Market Value Option, the fair market value of the equipment shall be established by the Contractor/Initial Assignee and shall not exceed the then-current purchase price of the Leased Property as established in the Contract. Upon the Lessee's exercise of a purchase option and payment of the required amount to the Contractor/Initial Assignee, all right, title, and interest in the Leased Property shall pass to the Lessee.

#### **L. Extension**

If the Lessee does not elect to purchase the Leased Property at the expiration of a Lease term, and the Lessee is not in default under the Lease, the Lessee may elect to extend the Lease by written notification to the Contractor/Initial Assignee. The Lessee will make any elective extension under the same Leasing Terms and Conditions, including any rent payable (not less than fair market rental value), and will continue until the earlier of termination by either party upon one month's prior written notice, or five years from the date of installation.

#### **M. Return of Leased Property**

At the expiration or termination of a Lease for any Leased Property, or upon Contractor/Initial Assignee demand pursuant to Subsection J. of this Section, the Lessee shall promptly return the Leased Property, freight prepaid, to any location in the continental United States specified by the Contractor/Initial Assignee. The Lessee shall pay the required rent for the Leased Property until they have been shipped to the Contractor.

1. Since DGS has, as a matter of policy, determined that all hard drives contain information that is confidential or sensitive, the Contractor shall, at its discretion, either remove and destroy any hard drive from the Leased Property or clean the hard drive to Office of Administration/U.S. Department of Defense standards, and the Contractor shall provide written certification to the Lessee that the hard drive has been destroyed or cleaned to Office of Administration/U.S. Department of Defense standards.

2. Except in the event of a total loss of any or all Leased Property as described in Subsection E. of this Section, and except for any costs associated with the removal, destruction, and cleaning of any hard drives, the Lessee shall pay any costs the Contractor/Initial Assignee incurs to restore the Leased Property to good operating condition in accordance with the Contract specifications. All parts the Contractor/Initial Assignee may remove and replace shall become the Contractor's/Initial Assignee's property.

3. The Contractor's/Initial Assignee's costs associated with the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards and the removal and destruction of any hard drive(s) shall be



included in the rental amount. The Lessee shall not be required to pay additional charges for the Contractor's/Initial Assignee's cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards nor for the Contractor's/Initial Assignee's removal and destruction of any hard drive(s) upon the return of a Leased item.

#### **N. Compliance with Internal Revenue Code**

1. **Tax Exemption Financing.** If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Lessee shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Lessee shall also keep a copy of each notification of assignment with the Lessee's counterpart of the order and shall not, during the Lease term, permit the Leased Property to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.

2. **Governmental Status.** Eligible Lessees include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Lessee's status under the IRC shall constitute an event of default by the Lessee. If the Internal Revenue Service rules that the Lessee does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Lessee fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Lessee will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

#### **O. Governing Law**

All Leases made under these Leasing Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Leasing Terms and Conditions.

#### **P. Notices**

Service of all notices under these Leasing Terms and Conditions shall be sufficient if delivered to the Lessee at the address set forth in the applicable Lease PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Lease PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

#### **V.48 CONTRACT-045.1 Insurance - General (Dec 12 2006)**

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, 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:

- A. Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- B. 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 the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

#### **V.49 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006)**

If, prior to the delivery of the awarded item(s) by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

#### **V.50 CONTRACT-051.1 Notice (Dec 2006)**

Any written notice to any party under this Contract 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, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

#### **V.51 CONTRACT-052.1 Right to Know Law (Feb 2010)**

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected

from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

**SPECIFICATIONS**

**FOR**

**TWO-WAY RADIO EQUIPMENT & SERVICES**

**ISSUING OFFICE**

**OFFICE OF ADMINISTRATION, OFFICE FOR INFORMATION TECHNOLOGY**

**INVITATION FOR BID NUMBER**

**6100039075**

**DATE OF ISSUANCE**

**NOVEMBER 8, 2016**

**SPECIFICATIONS  
FOR  
TWO-WAY RADIO EQUIPMENT & SERVICES  
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## CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit questions via email to <a href="mailto:RA-OITPurchases@state.pa.us">RA-OITPurchases@state.pa.us</a> with the subject line “IFB 6100039075 Question”	Bidders	<b>November 14, 2016 1:00PM EST</b>
Answers to questions posted to the PA eMarketplace portal website ( <a href="http://www.emarketplace.state.pa.us">http://www.emarketplace.state.pa.us</a> ).	Issuing Office	<b>November 17, 2016</b>
Please monitor the PA eMarketplace portal website for all communications regarding this IFB, such as addendums, answers to questions, revised appendices, etc.	Bidders	<b>Ongoing</b>
Bid package must be received by the Issuing Office at:  PASupplierPortal website ( <a href="http://www.pasupplierportal.state.pa.us">http://www.pasupplierportal.state.pa.us</a> ) no later than this date.	Bidders	<b>December 2, 2016 12:00PM EST</b>

**PART I**  
**GENERAL INFORMATION**

**I-1. Issuing Office:**

The Office of Administration (“Issuing Office”) has issued this Invitation for Bid (“IFB”) on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this IFB is Tom Schwartz ([RA-OITPurchases@state.pa.us](mailto:RA-OITPurchases@state.pa.us)), 613 North St., Finance Building – Rm. 506, Harrisburg, PA 17120, the Issuing Officer for this IFB. Please refer all inquiries to the Issuing Officer.

The Issuing Officer is the sole point of contact concerning this IFB. Any violation of this condition may be cause for the Issuing Office to reject the offending Bidder’s bid. If the Issuing Office later discovers that the Bidder has engaged in any violations of this condition, the Issuing Office may reject the offending Bidder’s bid or rescind its contract award. A Bidder must not distribute any part of its bid beyond the Issuing Office. Any Bidder who shares information contained in its bid with other Commonwealth personnel and/or competing Bidder personnel may be cause for the Issuing Office to reject the offending Bidder’s bid.

**I-2. Bid Submission:**

Bids must be submitted electronically via the PASupplierPortal website on or before the due date specified in the Calendar of Events. Any bid submitted to the Issuing Office in hardcopy format will be rejected. Please refer to Section I.6, IFB-011.1B Submission of Bids – Electronic Submittal (May 2011), of the IFB. The following documentation must be completed and returned with a Bidder’s bid:

- **Appendix A, Manufacturer Discount List:** Bidders should submit pricing for all in-scope equipment and services which they intend to sell through their contract resulting from this IFB. Bidders may submit different discounts for each product category, and for each manufacturer within a product category.
- **Appendix B, Lobbying Certification Form**
- **Appendix C, State of Manufacture Chart**
- **Appendix D, COSTARS Program Election Form** (if applicable)
- **Appendix E, Dedicated Contacts**
- **Manufacturer Authorization Letter** (if applicable): If a Bidder is submitting as a reseller, it must submit a Manufacturer Authorization Letter which clearly states the Bidder is authorized to provide the OEM’s two-way radio equipment and services to the Commonwealth for this IFB. The Manufacturer Authorization Letter must reference the Commonwealth IFB 6100039075 for Two-Way Radio Equipment & Services. A Bidder must submit a Manufacturer Authorization Letter for each OEM which the Bidder is proposing, unless the Bidder is the OEM.

- **Manufacturer Price List:** A Bidder must submit a document and/or web link to the OEM's current retail price list for each OEM the Bidder is proposing. The OEM's current retail price list must include all two-way radio equipment & services provided by the OEM. A Bidder must be capable of providing all two-way radio equipment & services provided by an OEM.

Failure to submit the documentation listed above will result in the bid being rejected. The submission of any documentation other than what is listed above may result in the bid being rejected.

**I-3. Information Technology Policies:**

This IFB is subject to the Information Technology Policies ("ITP") issued by the Office of Administration, Office for Information Technology ("OA-OIT"). ITP's may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>

All bids must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Bidder to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Bidder believes that any ITP is not applicable to this procurement, it must list all such ITPs in its bid, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Bidder's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.

**I-4. Bidding Reference Material:**

[Registration Guide](#)

[Bidding Guide](#)

[Attaching Documents](#)

[Electronic Bidding Portal](#)



## **PART II**

### **REQUIREMENTS**

#### **II-1. General Requirements:**

##### **A. Account Management:**

The Contractor must provide a dedicated account manager who will be the main point of contact for all requests, and will be responsible for the coordination of all orders and the resolution of any issues. The Issuing Office will consider the account manager to be the sole point of contact with regard to contractual and purchase order matters.

##### **B. Dedicated Contacts:**

Bidders must identify the following dedicated contacts in Appendix J, Dedicated Contacts:

- **Account Manager:** The account manager must be main point of contact for all requests, and will be responsible for the coordination of all orders and the resolution of any sales issues.
- **Service Manager:** The service manager must be main point of contact for the resolution of any service issues that are escalated from the service desk.
- **Service Desk Number:** The service desk number must be a toll free dedicated number for Commonwealth warranty and service calls.
- **OEM Contact:** (only required if the Contractor is not the OEM). Contractors must arrange support from this contact for the resolution of any issues that require OEM intervention.

The Contractor must provide notice of change in dedicated contacts within thirty (30) days to the Commonwealth. Advance notification and employee overlap is not required for changes in dedicated contacts due to resignations, death and disability, dismissal for cause or dismissal as a result of termination of a subcontract or any other cause that is beyond the control of the selected Contractor or its subcontractor. However, the Commonwealth must approve the replacement staff.

##### **C. Subcontracting:**

Any services which are not provided by the Contractor must be provided by an OEM Authorized Service Provider that must be approved in advance by the Commonwealth.

Authorized dealers are not permitted. Contractors are not permitted to allow authorized dealers to quote equipment and services through any contract resulting from this IFB.

##### **D. Technicians:**

All Technicians assigned to repair, fix or service equipment, must have a minimum of five (5) years demonstrated experience and must also be certificated by the OEM in order to provide maintenance. The Commonwealth reserves the right to audit technician qualifications at any time during the term of the Contract.

## **E. Pricing:**

### **1. Additional Discounts:**

Contractors are encouraged to offer lower prices for all requests for quotes, especially requests for quotes with high quantities. The Commonwealth may negotiate additional price concessions on all orders. Please refer to Section V.48 of the IFB.

### **2. Trade-In:**

The Contractor may allow the Commonwealth to trade-in existing equipment for credit toward a new order. A trade-in must be agreed to by the Commonwealth and the Contractor. The Contractor must provide fair market value when accepting a trade-in.

### **3. Price Lists:**

Contractors may update their price list throughout the term of the contract to reflect the introduction of new products, manufacturer's price changes, as well as deletions and substitutions of a manufacturer's discontinued items.

## **F. Orders:**

### **1. Order Acceptance:**

The Contractor must be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to SRM purchase orders; the Commonwealth's standard order type. Please refer to Section V.6 of the IFB.

### **2. Order Shipment:**

- a.** The Contractor must securely and properly package the equipment for shipment, storage and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain property of the Commonwealth.
- b.** All orders must include a packaging slip which includes, at a minimum: Commonwealth agency, requestor name, order quantity and SRM purchase order number.
- c.** Partial shipments may be requested by any Commonwealth agency. If not requested, partial shipments are acceptable only if authorized by the Commonwealth agency that ordered the equipment.

- d. The Contractor must ensure all incorrect shipments are corrected within ten (10) business days from the date the Contractor is notified by the Commonwealth. The business days of the Commonwealth are as follows; 7:30 to 5:00pm, Monday through Friday, excluding state holidays. Please refer to Section II-3 D of these specifications.

**3. Order Delivery:**

All orders for equipment must be delivered to the location specified by the Commonwealth within ten (10) business days for Off-the-shelf equipment and thirty (30) business days for custom ordered equipment unless otherwise agreed upon between the Commonwealth and the vendor. Please refer to Section II-3 D of these specifications. Off-the-shelf equipment refers to equipment that the Contractor currently has in stock. Custom ordered equipment refers to equipment that the Contractor does not have in stock and must special order on behalf of the Commonwealth. Orders must be delivered between the business hours of 7:30 AM and 5:30 PM, Monday through Friday, excluding state holidays. Calculation of delivery time does not include the day that the purchase order is issued, but does include the day of delivery. When a specific delivery date is agreed upon for a full delivery or partial delivery, delivery must occur on the requested date. The Contractor must store all equipment in its own facilities until the agreed upon delivery date. Please refer to Section V.9 CONTRACT-007.01a Supplies Delivery (Nov 30 2006) of the IFB.

The Contractor, within twenty-four (24) hours after receiving an order, must notify the Commonwealth of any potential delivery delays. Evidence of inability or intentional delays will be cause for the cancellation or suspension of a contract.

**G. Quoting:**

The Commonwealth is not responsible for any charges not included on the quote, nor is the Commonwealth responsible for any charges in the quote that are contrary to the IFB, these specifications or law.

**H. Literature:**

User manuals and operating instructions must be provided with each piece of equipment. Delivery is considered complete if these requirements is met by delivery one (1) copy of each required manual or if there are web manuals or a tutorial is available online.

**I. Training:**

Training, up to 4 hours, related to purchased and installed equipment will be provided to the Commonwealth at no cost. Online/web training or instructor led training are acceptable; however, the Contractor shall obtain Commonwealth approval prior to implementing the method of the training.

**J. Americans with Disabilities Act:**

Upon request, the Contractor must be able to identify any equipment being offered that may be used or adapted for use by visually, hearing or other physically impaired individuals.

**II-2. Equipment Requirements:**

Bidders should refer to Appendix A, Manufacturer Discount List for a full listing of categories of equipment.

**A. Parts and Accessories:**

In addition to two-way radios, the Commonwealth reserves the right to procure parts and accessories related to the equipment, including but not limited to, antennas and amplifiers, mounts and power supplies, batteries and chargers, device protection and carrying cases, control stations, consoles, repeaters, test equipment, etc.

**B. P25 Specifications:** The specifications listed in this subsection B. apply only to radios intended for use on the P25 Radio Network (STARNet). Additional information is included in Appendix H, P25 Compliance Assessment Program.

1. Radios must be capable of P25 Phase 2 (TDMA) operation.
2. Radios that are operationally required to operate statewide must be dual-band enabled and capable of operating in the VHF and 800MHz frequency bands.
3. Radios must be traceable to the P25 compliance assessment program.
4. Radios must conform to the authentication service as defined by the P25 Authentication standard TIA102.AACE.

**C. Compliance:**

Equipment shall comply with all applicable Federal Communications Commission (FCC) requirements. All components shall meet or exceed all applicable Electronic Industries Alliance (EIA) standards. Upon request by a Using Agency of the Commonwealth, awarded Contractors may be required to submit a Certificate of Conformance to the Agency for adherence and compliance to FCC requirements and/or EIA standards applicable to the equipment or components being purchased.

**II-3. Services Requirements:**

Contractors may offer to provide additional related services in conjunction with the equipment items they are offering to supply to the Commonwealth under this Contract ("Ancillary Services"). However, any Ancillary Services offered must be: (1) expressly authorized in the original IFB/Contract, (2) directly related to the delivery, installation or normal use of the product or component parts purchased, (3) limited to the actual product or component parts purchased, and (4) initiated/ordered at the time of product purchase. Stand-alone services and services for products not purchased from this Contract, including

existing equipment for which component parts from this Contract are purchased, are not within the scope of this Contract. Ancillary services include, but are not limited to, the following:

- Maintenance & Support
- Warranty & Extended Warranty Services
- Customization (any modification to a Contract item to meet Purchaser-specific requirements)
- Installation

**A. Quality and Reliability:**

The awarded Contractors must perform quality repairs to all equipment maintained under this agreement. After equipment is serviced, the equipment must perform in an efficient manner with a minimum amount of down time.

1. 90-Day (Rolling) Repetitive Service: If a single asset requires three (3) service calls for any service issues within a 90-day rolling time period, the Contractor will be required to notify the agency to discuss the issues and make suggestions as to what should be done with the device. If the cause of excessive service calls is determined to be due to an operator error, misuse, or abuse by the Commonwealth, associated repair time will not be a factor in determining satisfactory machine performance. Also, The Commonwealth will discuss repetitive failures caused by a known equipment manufacturing defect with the awarded Contractor.
2. The Commonwealth will require contractors to provide new, non-refurbished parts. Replacement parts must be made available for at least three (3) years after the warranty expiration. If a product has reached the end of life and new parts are not readily available, the Commonwealth realizes refurbished parts will be the only option. All new and refurbished parts will be covered under additional warranty by the contractor for a minimum of 180 days after installation or longer if provided by the parts manufacturer. The Commonwealth will permit the permanent “Swap-Out” of contract covered equipment. “Swap-Out” is defined as the permanent replacement of the total unit with total component replacement. A “Swap-Out” permanent replacement will only take place in the event that it is agreed upon by both the Agency and Contractor that a “Swap-Out” is in the best interest of The Commonwealth.
3. The awarded contractors must apply all Original Equipment Manufacturer (OEM) mandatory engineering changes to all contract covered equipment, at no cost to The Commonwealth and restore all contract covered equipment to original functionality, as defined by the OEM.

**B. Installation:**

Installation as used in this Contract is limited to delivery in place with no permanent attachment to the real property. Installation of component parts into existing equipment of the Purchaser is permitted. This Contract may not be used to purchase initial

equipment for installation in new construction. However, fastening a product to an existing building floor, wall, ceiling or roof which can later be removed without damaging the building and connecting to existing electrical, plumbing and HVAC fixtures is permitted. Installation which involves the process of building, altering, repairing, improving or demolishing a structure or building or other improvements of any kind to any real property are defined by law to be construction activities and are not permitted for this Contract. Installation and construction activities for purchasers that are governmental entities, including the Using Agencies, are subject to certain laws regarding public construction, which may include but are not limited to:

The Pennsylvania Prevailing Wage Act, *43 P.S. Sections 165-1 et seq.* The Secretary of Labor and Industry will determine any applicable wage rates by each craft or work classification needed to perform the Contract installation for a government unit.

The Steel Products Procurement Act, *73 P.S. §§ 1881-1887*, and the Trade Practices Act, *71 P. S. § 773.101 et seq.*, which place restrictions upon the source of certain steel, cast iron and aluminum products allowed to be used in the performance of public agency contracts.

The Separations Act of 1913, *71 P.S. § 1618 (and 53 P.S. § 1003 for municipalities)*, which requires the solicitation of separate bids and the award of separate contracts where design/specifications are developed for more than one type of electrical, plumbing or HVAC work.

Any additional laws, regulations or policies that may apply to the installation, including but not limited to performance security, payment bonding, insurance and progress/prompt payment requirements.

**C. New Products, Services, and New Technologies:**

The Contractor must insure that the Commonwealth will continually be made aware of new innovation and “state-of-the-art” technologies. Education on products, services and technologies must be provided to the Commonwealth. Website, Newsletter, user groups and email are acceptable methods of providing this information.

**D. Warranty Service:**

The bid price shall include a minimum one-year warranty covering parts and labor against defects in workmanship and materials for all equipment purchased under this Contract. For depot repair for small/portable devices, the Contractor will be responsible for all pick-up, shipping and return charges. Depot returns are to be completed with three (3) business days of receipt of warranted equipment. For all fixed station equipment purchased under this Contract, Contractors must include a one-year on-site warranty. During the warranty period, the Contractor shall repair or replace defective components and/or units at no cost to the Commonwealth. The warranty period shall commence upon acceptance of the items by the Commonwealth. Please refer to Section V.13 CONTRACT-010.1a Acceptance (Oct 2006) of the IFB.

1. The Contractor must honor the warranty specified by the OEM for all equipment being offered, at no additional cost to the Commonwealth.
2. The Contractor must include the most recent software and firmware patches, fixes and upgrades, if available from the OEM, on equipment during the warranty period, at no additional cost to the Commonwealth.
3. The Contractor must provide a central point of contact to address warranty service issues. The Contractor must make available technical support contacts through the internet and provide a toll-free contact number.
4. The Contractor must be capable of receiving service calls on a twenty-four (24) hour per day basis, 365 days of the year, during a warranty period. The Contractor must have service technicians and the support infrastructure available to provide warranty services that meet the service level agreement specified within the statement of work which is attached to the associated purchase order.
5. The Contractor may provide warranty services outside of business hours if agreed upon by the Commonwealth and the Contractor.
6. The Contractor must provide warranty services for the full term of any lease, at no additional cost to the Commonwealth.
7. The Contractor must be capable, either directly or through the OEM, to perform on-site warranty services. Warranty is defined as the standard provided by the OEM for the period of time indicated in the Contract. On-site services must be completed by the end of the next business day.

**E. Maintenance/Extended Warranty Services:**

1. The Contractor must, if requested by the Commonwealth, provide maintenance/extended warranty services for all equipment being offered.
2. The Contractor must provide a written quote for all maintenance/extended warranty service orders which the Commonwealth will attach to the associated SRM purchase order.
3. Orders for maintenance/extended warranty services made during the term of the contract may extend up to two (2) years past the expiration date of the contract.

**F. Service Level Agreements (SLAs):**

The following SLAs apply to the Contractor's performance with the individual agency.

<b>IFB Requirement</b>	<b>Service Level Agreements</b>	<b>Service Credit</b>
Delivery of off-the-shelf equipment.	Within ten (10) business days.	5% of the cost of the order for each occurrence.
Delivery of custom order equipment.	Within thirty (30) business days or agreed upon delivery date.	5% of the cost of the order for each occurrence.
Incorrect shipment to the Commonwealth.	Corrected within ten (10) business days.	5% of the cost of the order for each occurrence.
The Contractor must provide the Commonwealth with quarterly reports detailing equipment purchasing activity, performance and customer satisfaction.	The reports must be provided to the Commonwealth no later than fifteen (15) business days after the end of the quarter.	If the Contractor fails to meet the SLA for two (2) quarters within a calendar year, the Contractor will be ineligible to receive orders from any agency in the Commonwealth for six (6) months.

The Contractor must reimburse the Commonwealth within forty-five (45) days of the missed SLA. The Contractor must pay the service credits by deducting the amount from an invoice or by sending a check addressed to the Commonwealth of Pennsylvania for the amount of the service credit. All checks must be sent to the following address:

Office of Comptroller Operations  
Revenue & Cash Management  
555 Walnut St., 9th Floor  
Harrisburg PA 17101-1925

The Contractor must attach, along with its check, a breakdown of the reimbursement which includes, at a minimum: Commonwealth agency, SRM purchase order number and reimbursement amount.

#### **II-4. Reporting Requirements:**

##### **A. Quarterly Reports:**

The Contractor must provide quarterly reports to the Office of Administration, Office of Information Technology, Bureau of IT Procurement. The Contractor must provide quarterly reports to the Commonwealth no later than fifteen (15) business days after the end of a quarter. A quarter is defined by the Commonwealth as follows:

- ☐ Quarter 1: January through March
- ☐ Quarter 2: April through June
- ☐ Quarter 3: July through September
- ☐ Quarter 4: October through December

The Contractor must utilize Appendix E, Quarterly Report Template. A quarterly report must consist of, and include at a minimum:



1. Sales Summary Report which includes, at a minimum: Agency Information, Equipment Information and Order Information.
2. SLA Summary Report which includes, at a minimum: Agency Name, Off-the-shelf delivery actual service level, Custom delivery actual service level, Incorrect Shipment Correction actual service level, and Quarterly report delivery actual service level.
3. Outstanding Issues Summary report which includes, at a minimum: Agency Information and Outstanding Issue Summary.

**B. Additional Reports:**

Additional reports may be added, or removed, by the Commonwealth at any time.

## Manufacturer Discount List

[illegible]

## LOBBYING CERTIFICATION FORM

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) **If any** funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award		<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known :			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known :</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known :</b>			<b>9. Award Amount, if known :</b> \$		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: Telephone No.: _____ Date:		
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

# STATE OF MANUFACTURE CHART

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

The Reciprocal Limitations Act 146 requires the Department to give Pennsylvania resident bidders a preference against a non-resident bidder from any state that gives or requires a preference to bidders from that state. The amount of preference shall be equal to the amount of preference applied by the state of the non-resident bidder. More information on this Act, or how to claim preference, can be obtained at our internet site at [www.dgs.state.pa.us](http://www.dgs.state.pa.us), by faxing a request to 717 787 -0725, or by calling Vendor Services at 717 787-2199 or 4705.

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Department of General Services to furnish the information.** Failure to complete this chart **and provide the required information prior to the expiration of the second business day after notification shall** result in the rejection of the bid.

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<u>ITEM NUMBER</u>	<u>NAME OF MANUFACTURER</u>	<u>STATE (OR FOREIGN COUNTRY) OF MANUFACTURE</u>
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BIDDER'S RESIDENCY

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation for bid shall be used by the Department of General Services. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address:

## **COSTARS PROGRAM ELECTION FORM**

**If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500 or \$500 for a Department of General Services Certified Small Business) at the beginning of each contract year and upon each contract renewal date.**

**If you are a Department of General Services Certified Small Business, you must submit a copy of your active certification with your bid response.**

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Corporate or Legal Entity Name

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Signature/Date

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Printed Name/Title

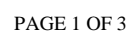
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Age Group	Percentage
18-24	10%
25-34	35%
35-44	25%
45-54	20%
55-64	15%
65-74	10%
75-84	5%
85+	5%

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Journal Pre-proof

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Diagram illustrating the arrangement of DNA sequences (A) across multiple lanes or positions.

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1. 本報告係根據本公司及子公司之會計帳簿及相關資料，並參考獨立會計師事務所之查核報告而編製。

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PAGE 3 OF 3

# DHS Science and Technology Directorate

## Project 25 Compliance Assessment Program

### Formal Compliance Testing for Land Mobile Radios

To successfully respond to both day-to-day and large-scale incidents, first responders must be able to communicate with each other regardless of equipment make or model. Today, this can be challenging because communications equipment manufacturers often use different approaches to implement systems that leave their products incompatible. Land mobile radio networks are still the network of choice for first responders' mission critical voice needs. Project 25 (P25) is a suite of standards that enables interoperability among digital two-way land mobile radio communications products created for use by public safety professionals. The U.S. Department of Homeland Security Science and Technology Directorate (S&T) partnered with the Department of Commerce Public Safety Communications Research program to establish the P25 Compliance Assessment Program (P25 CAP).

P25 CAP is a formal, independent process for ensuring communications equipment declared by the supplier actually is P25 compliant and tested against the standards with publicly published results. Through this open standards testing process, P25 CAP provides responders confidence the communications equipment they use will be interoperable, regardless of manufacturer. Specifically, this voluntary program provides public safety agencies with evidence that the communications equipment they purchase is tested against and complies with the P25 standards for performance, conformance and interoperability. Compliance testing concludes with official summary test reports and suppliers' declaration of compliance, which are available to first responders at <https://www.dhs.gov/science-and-technology/p25-cap>. This website also provides a repository of all information on P25 CAP.

### Helping to Ensure Interoperability by Informing Procurement Decisions

By arming first responders with the necessary information they need to make informed procurement decisions, P25 CAP helps advance interoperability in the public safety environment. In addition, by encouraging the purchase of P25 CAP-compliant communications equipment in grant guidance, P25 CAP helps to ensure federal grant funds are used to purchase interoperable solutions for local, tribal and state first responders. Ultimately, this promotes

interoperability and reduces waste and poor investments in untested equipment.

### Program Framework and Path Forward

S&T selected three internationally recognized laboratory accreditation bodies to review and accredit participating P25 CAP laboratories. Once accredited, the laboratory can test land mobile radio equipment for compliance. There are currently eight labs recognized to conduct P25 CAP testing. Recently, S&T developed a series of program logos to better communicate these facets of P25 CAP among its stakeholders. P25 CAP laboratories will be able to display a seal to distinguish themselves as a competent test facility. In addition, partnering accreditation bodies will be able to use a logo to show stakeholders they are a participating accreditation body.



A series of P25 CAP logos for use by DHS and participating stakeholders

S&T has partnered with the Association of Public Safety Communications Officials to support its efforts with the program and help re-establish the program's governance structure. To this end, S&T created the P25 CAP Advisory Panel (AP), which provides the views of active local, state, tribal, territorial and federal government users of portable, handheld, mobile vehicle-mounted radios and infrastructure, including repeaters, consoles and gateways. The P25 CAP AP provides recommendations to S&T for strategic direction of the P25 CAP, addresses user input to improve the P25 CAP compliance process and provides feedback to P25 standards committees. S&T's program policies will be laid out through the issuance of its Compliance Assessment Bulletins.



**Homeland  
Security**

Science and Technology

To learn more about P25 CAP, contact [SandTFRG@hq.dhs.gov](mailto:SandTFRG@hq.dhs.gov).

2016-06-24

**Date:** November 17, 2016

**Subject:** Two-Way Radio Equipment and Services

**Solicitation Number:** 6100039075

**Solicitation Due Date:** November 23, 2016

**Addendum Number:** 1

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**To All Offerors/Bidders:**

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

**The following changes have been made to the solicitation identified above:**

The Commonwealth has posted the following documentation as part of this addendum:

- ☐ IFB 6100039075 - Two-Way Radio Equipment and Services (rev. 11.17.16)
- ☐ Specifications (rev. 11.17.16)
- ☐ Questions & Answers

**For electronic solicitations responses via the PASupplierPortal:**

- ☐ Attach this addendum to your solicitation response.
- ☐ To attach the Addendum, download the Addendum and save to your computer. Move to “My Notes”, use the “Browse” button to find the document you just saved and press “Add” to upload the document.
- ☐ Review the Attributes section of our solicitation response to ensure you have responded, as required, to any question relevant to solicitation addenda issues subsequent to the initial advertisement of the solicitation opportunity,

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

**Name:** Joseph M. Millovich

**Title:** Commodity Specialist

**Phone:** 717-214-3434

**Email:** [RA-OITPurchases@pa.gov](mailto:RA-OITPurchases@pa.gov)



**Date:** November 18, 2016

**Subject:** Two-Way Radio Equipment and Services

**Solicitation Number:** 6100039075

**Solicitation Due Date:** November 23, 2016

**Addendum Number:** 2

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**To All Offerors/Bidders:**

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

**The following changes have been made to the solicitation identified above:**

The Commonwealth has posted the following documentation as part of this addendum:

- ☐ Specifications (rev. 11.18.16)
- ☐ Questions & Answers (rev. 11.18.16)

**For electronic solicitations responses via the PASupplierPortal:**

- ☐ Attach this addendum to your solicitation response.
- ☐ To attach the Addendum, download the Addendum and save to your computer. Move to “My Notes”, use the “Browse” button to find the document you just saved and press “Add” to upload the document.
- ☐ Review the Attributes section of our solicitation response to ensure you have responded, as required, to any question relevant to solicitation addenda issues subsequent to the initial advertisement of the solicitation opportunity,

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

**Name:** Joseph M. Millovich

**Title:** Commodity Specialist

**Phone:** 717-214-3434

**Email:** [RA-OITPurchases@pa.gov](mailto:RA-OITPurchases@pa.gov)

**Date:** November 23, 2016

**Subject:** Two-Way Radio Equipment and Services

**Solicitation Number:** 6100039075

**Solicitation Due Date:** November 29, 2016

**Addendum Number:** 3

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**To All Offerors/Bidders:**

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

**The following changes have been made to the solicitation identified above:**

The Commonwealth has posted the following documentation as part of this addendum:

- ☐ Specifications (rev. 11.23.16)
- ☐ Questions & Answers (rev. 11.23.16)

Please note that the new point of contact for this IFB will be Tom Schwartz. Part I, Section I-1 of the Specifications has been updated to reflect this change.

Please note that Bidders may modify their bids at any time prior to the due date.

**For electronic solicitations responses via the PASupplierPortal:**

- ☐ Attach this addendum to your solicitation response.
- ☐ To attach the Addendum, download the Addendum and save to your computer. Move to “My Notes”, use the “Browse” button to find the document you just saved and press “Add” to upload the document.
- ☐ Review the Attributes section of our solicitation response to ensure you have responded, as required, to any question relevant to solicitation addenda issues subsequent to the initial advertisement of the solicitation opportunity,

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

**Name:** Thomas M. Schwartz

**Title:** Commodity Specialist

**Phone:** 717-346-3828

**Email:** [RA-OITPurchases@pa.gov](mailto:RA-OITPurchases@pa.gov)

**Date:** November 29, 2016

**Subject:** Two-Way Radio Equipment and Services

**Solicitation Number:** 6100039075

**Solicitation Due Date:** December 1, 2016

**Addendum Number:** 4

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**To All Offerors/Bidders:**

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

**The following changes have been made to the solicitation identified above:**

The Commonwealth has posted the following documentation as part of this addendum:

- ☐ Questions & Answers (rev. 11.29.16)
- ☐ Specifications (rev. 11.29.16)

Please be advised that the bid due date has been extended to Thursday December 1, 2016 at 12:00pm.

**For electronic solicitations responses via the PASupplierPortal:**

- ☐ Attach this addendum to your solicitation response.
- ☐ To attach the Addendum, download the Addendum and save to your computer. Move to “My Notes”, use the “Browse” button to find the document you just saved and press “Add” to upload the document.
- ☐ Review the Attributes section of our solicitation response to ensure you have responded, as required, to any question relevant to solicitation addenda issues subsequent to the initial advertisement of the solicitation opportunity,

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Very truly yours,

**Name:** Thomas M. Schwartz

**Title:** Commodity Specialist

**Phone:** 717-346-3828

**Email:** [RA-OITPurchases@pa.gov](mailto:RA-OITPurchases@pa.gov)

**Date:** November 29, 2016

**Subject:** Two-Way Radio Equipment and Services

**Solicitation Number:** 6100039075

**Solicitation Due Date:** December 2, 2016 12:00 PM

**Addendum Number:** 5

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**To All Offerors/Bidders:**

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

**The following changes have been made to the solicitation identified above:**

The Commonwealth has posted the following documentation as part of this addendum:

- ☐ Appendix A, Manufacturer Discount List (rev. 11.29.16)
- ☐ Questions & Answers (rev. 11.29.16)

**For electronic solicitations responses via the PASupplierPortal:**

- ☐ Attach this addendum to your solicitation response.
- ☐ To attach the Addendum, download the Addendum and save to your computer. Move to “My Notes”, use the “Browse” button to find the document you just saved and press “Add” to upload the document.
- ☐ Review the Attributes section of our solicitation response to ensure you have responded, as required, to any question relevant to solicitation addenda issues subsequent to the initial advertisement of the solicitation opportunity,

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

**Name:** Thomas M. Schwartz

**Title:** Commodity Specialist

**Phone:** 717-346-3828

**Email:** [RA-OITPurchases@pa.gov](mailto:RA-OITPurchases@pa.gov)

**Date:** November 30, 2016

**Subject:** Two-Way Radio Equipment and Services

**Solicitation Number:** 6100039075

**Solicitation Due Date:** December 2, 2016 12:00 PM

**Addendum Number:** 6

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**To All Offerors/Bidders:**

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

**The following changes have been made to the solicitation identified above:**

The Commonwealth has posted the following documentation as part of this addendum:

- ☐ Specifications (rev. 11.30.16)
- ☐ Questions & Answers (rev. 11.30.16)

**For electronic solicitations responses via the PASupplierPortal:**

- ☐ Attach this addendum to your solicitation response.
- ☐ To attach the Addendum, download the Addendum and save to your computer. Move to “My Notes”, use the “Browse” button to find the document you just saved and press “Add” to upload the document.
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Very truly yours,

**Name:** Thomas M. Schwartz

**Title:** Commodity Specialist

**Phone:** 717-346-3828

**Email:** [RA-OITPurchases@pa.gov](mailto:RA-OITPurchases@pa.gov)

**Questions & Answers**  
**IFB 6100039075**  
**Two-Way Radio Equipment and Services**

#	Question	Answer
1	<p>The IFB mentions ‘subcontractors’ does that mean that the Commonwealth of Pennsylvania will allow a Contractor to utilize Authorized Dealers to support both product sales and service? We have a strong network of Dealers in your region that we would like to put under our contract and give the option to the End-user to either work directly with them or our company (they choose).</p> <p>V.35 CONTRACT-028.1 Contractor Integrity Provisions  Section 1.2.d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.</p> <p>Please confirm that this is acceptable, with the understanding that our company is the primarily contract holder and would be responsible for all actions thereunder. Also, other than the Authorized Dealer’s Contact information, what would the Commonwealth require within our proposal to support these folks being added as our subcontractors (aka Authorized Resellers).</p>	<p>Authorized dealers are not permitted. Contractors are not permitted to allow authorized dealers to quote equipment and services through their contract. Please refer to Part II, Section II-1C of the Specifications.</p>
2	<p>It is my understanding that all contractors' equipment must be P25 Phase II capable in order to be on the state contract. Is this correct?</p>	<p>No, not all of the Contractor’s equipment must be P25 capable. The P25 requirements only apply to radios intended for use on the P25 Radio Network (STARNet). Please refer to Part II, Section II-2B.</p>
3	<p>According to the specifications, it appears that contractors must offer dual-band enabled VHF/800 MHz radios in order to participate on this new contract, correct?</p>	<p>No, only P25 Phase II radios must be dual-band enabled and capable of operating in the VHF and 800MHz frequency bands. Please refer to Part II, Section II-2B.</p>
4	<p>In addition, all P25 radios must be CAP tested with all relevant documentation listed on the DHS site. Please confirm.</p>	<p>Yes, all P25 radios must be CAP tested and declared compliant with all relevant documentation listed on the applicable United States Department of Homeland Security website. Please refer to Part II, Section II-2B and Appendix H, P25 Compliance Assessment Program.</p>

**Questions & Answers**  
**IFB 6100039075**  
**Two-Way Radio Equipment and Services**

#	Question	Answer
5	What is the contract duration including renewal options for the project?	Section V.2 CONTRACT-002.1a Term of Contract – Contract (May 2012) of the IFB has been revised and Section V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013) of the IFB has been added. The term of the contract is three (3) years with two (2) one (1) year renewal options.
6	Is there a means to add Financing Options (3 -5-10 years) as a consideration to this contract, or is there another vehicle within the Commonwealth to address?	Section V.46 CONTRACT-043.1 Leasing Additional Terms and Conditions (Oct 2013) of the IFB provides a leasing option.
7	Specifications, I-2, page 4: Our company offers our own equipment and some products from an OEM. The OEM products we offer are only a fraction of the portfolio from that OEM. We can offer full services for those products. Do we still need to submit pricing for the entire OEM portfolio and be able to offer their entire portfolio?	Bidders should submit pricing for all in scope equipment and services which they intend to sell through their contract resulting from this IFB. Please refer to Part I, Section I-2 of the Specifications.
8	Specifications: Are we able to take exceptions or partially comply to requirements within the specification document?	No. By submitted a bid a Bidder agrees and accepts the specification without exception. Please refer to subsection c of I.6 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011) of the IFB.
9	Specifications II-1, B Dedicated Contacts, page 6: Our company provides a toll free number for warranty and service for all customers. Will this be sufficient to meet this requirement?	Yes, a toll free number is sufficient.
10	Are we able to take exceptions or partially comply to requirements within the Terms and Conditions document named IFB 6100039075 - Two-Way Radio Equipment and Services?	No. Please refer to subsection c. of I.6 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011) of the IFB.
11	Are there any such pricing forms bidders are to fill with their proposals?	Yes, Bidders must complete and submit Appendix A, Manufacturer Discount List. Please refer to Part I, Section I-2 Bid Submission of the Specifications.

**Questions & Answers**  
**IFB 6100039075**  
**Two-Way Radio Equipment and Services**

#	Question	Answer
12	On Page 5 of 14 in the “Specifications For Two-Way Radio Equipment & Services,” under I-2 Bid Submission, it states that the submission of any documentation other than what is listed under this section may result in the bid being rejected; however, on page 6 of 14 in the same specs, under II-1. General Requirements, B, it states bidders must identify the dedicated contacts in Appendix J, Dedicated Contacts. Appendix J, Dedicated Contacts form is not listed under section I-2 Bid Submissions. Please provide Appendix J, Dedicated Contacts form and clarify if this form shall be provided by bidders at the time of submission.	Part I, Section I-2 of the Specifications has been revised to include Appendix E, Dedicated Contacts as a required document.
13	Would the Commonwealth consider allowing commercial vendors to include suggested edits to the contract’s T&C’s, particularly regarding insurance, supplier information and intellectual property, and additional reasonable risk mitigation terms?	No, please refer to subsection c of I.6 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011) of the IFB.
14	Would the Commonwealth consider an extension of the deadline for submission of questions? There is a conflict between the information provided in I.3 IFB-008.1C No Pre-bid Conference and I.4 IFB-009.1 Questions and the IFB and the "Calendar of Events" in the Specifications document.	Bidders may submit questions until the due date identified in the Calendar of Events. The Commonwealth will make every effort to respond to questions submitted after the deadline.
15	Specifications II-1 General Requirements: Section E, Pricing: 1. Additional Discounts The last sentence says refer to Section V. 47 of the IFB, did you mean a different section of the IFB, possibly V.48?	Yes, Part II, Section II-1.E.1. has been revised to reference Section V.48.
16	Specifications II General Requirements: Section F, 3 Order Delivery: the information provided says XX business days, but does not state from what point in time. Can you clarify when the guaranteed delivery dates start from? Is it guaranteed within the requested delivery date or some other time frame?	Part II, Section II-1.F.2.d. has been revised to indicate that all incorrect shipments must be corrected within ten (10) business days from the date the Contractor is notified by the Commonwealth.
17	Specifications II-2 Equipment Requirements: Section A, 2: "Replacement parts must be made available for at least three (3) years after the warranty expiration at no cost to the Commonwealth." This is ambiguous can you please clarify what exactly the Commonwealth expects to receive "at no cost" during the three year period after warranty?	Part II, Section II-3.A.2. has been revised to remove the statement “at no cost to the Commonwealth”.



**Questions & Answers**  
**IFB 6100039075**  
**Two-Way Radio Equipment and Services**

#	Question	Answer
18	Specifications II-3 Services Requirements: Section F, Row 2 of the table: "Within twenty (30) business days." There appears to be a conflict between the numerical and word version, can you please confirm you intended to write "thirty" as also indicated previously in the document?	Part II, Section II-3.F. has been revised to indicate that custom order equipment must be delivered within thirty (30) business days.
19	Specifications II-4 Reporting Requirements: Would the Commonwealth be amenable to aligning the reporting dates with the fiscal calendar of the Vendor? Specifically, our quarters always end near the calendar quarter-end, but may be a few days away as our quarters always end on a Saturday.	No, the Commonwealth is not amenable to this request.
20	Will the Awarded Contractor have the opportunity to update their contract price list at various times during the year to reflect the introduction of new products, manufacturer's price changes, as well as deletions and substitutions of a manufacturer's discontinued items?	Yes, Contractor's will have the opportunity to update their contract price list at various times during the year to reflect the introduction of new products, manufacturer's price changes, as well as deletions and substitutions of a manufacturer's discontinued items. Please refer to Part II, Section II-1 E.3 of the Specifications.
21	II-4. Reporting Requirements: A. Quarterly Reports: Appendix E, Quarterly Report Template: Will the awarded Contractor also be required to provide these reports for COSTARS sales under the Contract?	Yes, Contractors must report sales to COSTARS members in accordance with subsection G. of I.9 IFB-027.1 COSTARS Program (April 2016) of the IFB.
22	F. Service Level Agreements (SLAs). Will the SLAs listed also apply to COSTARS sales under the Contract?	Yes, the SLAs also apply to COSTARS sales. Please refer to Section II. 1 IFB-006.1b COSTARS Program Election to Participate (July 2012) of the IFB.
23	Part II Requirements; Letter F Orders; #3 Order Delivery: Would the state consider extending their expected delivery date for "off-the-shelf" equipment from (30) days to (60) days?	No, the expected delivery date for "off-the-shelf" equipment will remain at thirty (30) days.
24	Part II Requirements; Letter I Training: Would the state please clarify if online training and webinars will suffice? Or, does the training have to be "in-class" trainings lead by a live instructor?	Online/web training may be sufficient; however, the Commonwealth must approve the method of the training. Please refer to Part II, Section II-1 J of the Specifications.
25	State of Manufacture Chart: At the top of the page, it is stated, "This form must be completed and returned with the bid." But, in the middle of the second paragraph, it is stated, "This chart must be completed and submitted with the bid or no later than two business days after notification from the Dept of General Services to furnish the information."  Would you please clarify if this chart must be submitted with our bid?	Pursuant to Part I, Section I-2 of the Specifications, Bidders must submit Appendix C, State of Manufacture Chart along with their bid.

**Questions & Answers**  
**IFB 6100039075**  
**Two-Way Radio Equipment and Services**

#	Question	Answer
26	<p>A. <input type="checkbox"/> Are you looking for one (1) fixed discount for the contract or are we allowed to provide separate discounts by our product “category”.</p> <p>B. <input type="checkbox"/> My company offers several different lines of equipment, within the following Divisions:</p> <ul style="list-style-type: none"> <li>•Avionics</li> <li>•Marine</li> <li>•Landmobile</li> <li>•Amateur</li> </ul> <p>Being these are all considered “two-way radios”; are we allowed to submit each Division’s product within Appendix A at their respective proposed/fixed discounts from the MSRP?</p> <p>C. <input type="checkbox"/> I see within the answer to Questions 2-3 you confirm that equipment not being used on the STARNet are allowed on the contract; and within Question 4 if the Vendor is submitting P25 compliant gear on the contract it must also be not only Phase II, but also CAP Compliant if the End-user’s intention is to use on STARNet.</p> <p>May we include all of our equipment to give our valued Pennsylvania End-user’s the ability to purchase off our entire product line?</p>	<p>A. <input type="checkbox"/> Bidders may submit different discounts for each product category.</p> <p>B. <input type="checkbox"/> Bidders may submit different discounts for each manufacturer in a product category.</p> <p>C. <input type="checkbox"/> As set forth in Part I, Section I-2 of the Specifications, Bidders should submit pricing for all in-scope equipment and services which they intend to sell through their contract resulting from this IFB. Do not provide pricing for equipment categories not provided for in Appendix A, Manufacturer Discount List.</p>
27	Can you forward the a copy of the COSTARS Program election form.	Appendix D, COSTARS Program Election Form, is available in the same location where the Questions and Answers are posted for this IFB, on eMarketplace and the PA Supplier Portal.
28	How often is the COSTAR admin fee due?	The COSTAR administration fee is due annually. Please refer to Part I, Section I.9 IFB-027.1 COSTARS Program (April 2016) of the IFB.
29	Can you send us this specifications document that is referenced on page 15?	The specifications document referred to in Part IV, Section IV.1 IFB-001.1a of the IFB is available in the same location where the Questions and Answers are posted for this IFB, on eMarketplace and the PA Supplier Portal.
30	Can you forward us an audit checklist of all documents that are required for award of contract?	Bidders must submit the applicable documents listed in Part I, Section I-2 of the Specifications.
31	We manufacture our own parts can we sell these parts on this contract??	Yes, Bidders may sell products which they manufacture through their contract resulting from this IFB.
32	Is there a minimum purchase amount to use this contract?	No, there is no minimum purchase amount to use this contract.

**Questions & Answers**  
**IFB 6100039075**  
**Two-Way Radio Equipment and Services**

#	Question	Answer
33	Does the contact require 3 quotes if there a threshold for the 3 quote requirement \$2,500?	Commonwealth agencies must solicit quotes from all contractors who offer the same products when the value of the order is estimated to exceed \$10,000.
34	Can you forward the lobbying cert and disclosure we need to complete?	Appendix B, Lobbying Certification For, is available in the same location where the Questions and Answers are posted for this IFB, on eMarketplace and the PA Supplier Portal.
35	For the state of manufacture form do you want every item number we sell? We have thousands of parts?	Bidders should list all of the states or foreign countries where the equipment they intend to sell through their contract is manufactured. Bidders need not list every item.
36	Do we need to have insurance endorsed to the commonwealth of PA prior to award?	No, prior to the commencement of work, Contractors are required to provide the Commonwealth with current certificates of insurance. See Section V.48 CONTRACT-045.1 Insurance - General (Dec 12 2006) of the IFB for additional information.
37	Because the pricing will be filled out via Appendix A, Manufacturer Discount Price List and the Manufacturer Price List, this form (the Bidder's bid output) may not be automatically populated per Page 14 of the Bidders Guide instructions. This form is pulled up when we select the "Print Preview" button to see our entire response in PDF format. Please confirm if we will need to separately fill this form out and get it signed and uploaded as an attachment at the time of submission.	Bidders are not required to fill out and attach the bid output form.
38	General Information: I-2 Bid Submission: Manufacturer Authorization Letters (if applicable): Are Manufacturer Authorization Letters required for Awarded Contractor's original part numbers which may contain another OEM's equipment?	As set forth in Part I, Section I-2 of the Specifications, if a Bidder is submitting a bid as a reseller of OEM two-way radio equipment and services, then that Bidder must submit a Manufacturer Authorization Letter from each OEM whose equipment they are reselling. Bidders that are OEMs are not required to submit Manufacturer Authorization Letters for equipment containing components made by other manufacturers.
39	With the impending Thanksgiving Holiday it has become increasing difficult to gather all information required. Would a two-week extension of the 11-23 IFB due date be possible?	The bid due date has been extended to December 2, 2016 at 12 p.m.

**Questions & Answers**  
**IFB 6100039075**  
**Two-Way Radio Equipment and Services**

40	<p>In reading through the bid, it appears to me that this bid is for radio equipment, but not for the equipment that powers and supports the radio equipment. Specifically, the Appendix A, Manufacturer Discount List has the product categories (below) which does not appear to have a category for DC Power Plants, Batteries, HVAC Systems, DC/AC Inverters, and related equipment. On the current contract we are supplying Batteries, Battery Racks, DC Power Plants, Outdoor Enclosures, HVAC, etc that was listed under a “Network Infrastructure and Remote Communication Sites” category which is not on this bid. Am I missing something?</p> <p>Manufacturer Discount List Product Categories on current bid:</p> <p>Mobile Devices and Accessories - Portable Hand Held Radios</p> <p>Mobile Devices and Accessories - Vehicular Radios</p> <p>Mobile Devices and Accessories - Other 2-way Radios and Accessories</p> <p>Mobile Devices and Accessories - Mobile Antennas and Amplifiers</p> <p>Mobile Devices and Accessories - Mobile Mounts and Power</p> <p>Mobile Devices and Accessories - Mobile Radio Batteries and Chargers</p> <p>Mobile Devices and Accessories - Device Protection and Carry Cases</p> <p>Mobile Devices and Accessories - Mobile Radio Service Equipment</p> <p>Fixed Station - Two-Way Radio Control Stations</p> <p>Fixed Station - Two -Way Radio Consoles</p> <p>Fixed Station - Two-Way Radio Base Stations</p> <p>Fixed Station - Two-Way Radio Repeaters</p> <p>Fixed Station - Accessories and Service Equipment</p> <p>Fixed Station - Public Safety Interoperable Communications Equipment</p> <p>Fixed Station - Voice and Data Switching Equipment</p> <p>Testing Equipment - RF Antenna and Equipment Analyzers</p> <p>Testing Equipment - Spectrum Analyzers</p> <p>Testing Equipment - Frequency Counters</p> <p>Testing Equipment - Service Monitors</p> <p>Testing Equipment - Signal Generators</p> <p>Testing Equipment - Other 2-way radio test equipment</p>	<p>Appendix A, Manufacturer Discount List has been updated to include a “Network Infrastructure and Remote Communication Sites” category.</p>
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**Questions & Answers**  
IFB 6100039075  
Two-Way Radio Equipment and Services

#	Question	Answer
41	Please advise if microwave and other data network components will be part of this contract.	Appendix A, Manufacturer Discount List has been updated to include a “Network Infrastructure and Remote Communication Sites” category which includes microwave and other data network components.
42	Please note that the specifications are incompatible with licensed microwave network gear, namely, the delivery timeframe.	Specifications Part II, Section II-1.F.3. and Part II, Section II-3.F. have been revised to indicate that custom order equipment must be delivered within thirty (30) business days or agreed upon delivery date between the Commonwealth and vendor.