



STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

CONTRACT NOTIFICATION

***** MANDATORY *****

CONTRACT NUMBER: 1-05-66-02

DESCRIPTION: RAWS DATALOGGER AND GOES TRANSMITTER WITH GPS RECEIVER

CONTRACTOR: FTS-FOREST TECHNOLOGY SYSTEMS

EFFECTIVE DATES: 6/30/2005 THROUGH 6/30/2009

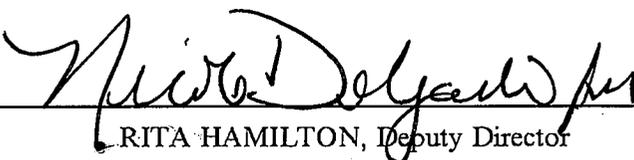
SUPERSEDES CONTRACT NO.: NONE

AREA: SACRAMENTO

DISTRIBUTION: CDF WILL DISTRIBUTE

* TAX: Add appropriate sales and use tax.
Exempt from Federal Excise Tax.

*Food contracts are tax exempt.


RITA HAMILTON, Deputy Director

Use of this agreement by all agencies is mandatory with monetary exceptions stated herein or contained in State Administrative Manual.

To obtain assistance or report non-compliance by supplier, or for any suggestions or recommendations write:

Department of General Services, Procurement Division, P.O. Box 989054, W. Sacramento, CA 95798-9054,
or call: Contract Administrator, NICOLE DELGADO 916-375-4476

Contract (Mandatory): 1-05-66-02

SUPPLIER ID: 797593
NAME: FTS-FOREST TECHNOLOGY SYSTEMS
ADDRESS: 1065 HENRY ENG PLACE
VICTORIA, BC V9B-6B2

CONTACT: 800-548-4264 CHRIS BARTEAUX
FAX NUMBER: 800-905-7004
TERMS OF PAYMENT: Net
FOB: Destination
MINIMUM ORDER: \$500.00

SCOPE:

This contract covers estimated four year requirements, through the period ending June 30, 2009, for Remote Automatic Weather Station (RAWS) Datalogger and GOES transmitter with GPS Receiver and accessories, per Specification DC-001, dated June 2005. In addition, technical training is required. The contract is specifically for the State of California, Department of Forestry (CDF). Delivery is to Sacramento, California.

SPECIFICATIONS:

Specification DC-001, dated June 2005, applies to this contract. NOTE: Exhibit A, Pages 7-11, are not included.

SERVICE MANUAL REQUIREMENTS:

TD-927 (Rev. 03/04), Service Manual Requirements, apply to this contract.

PUBLIC SAFETY RADIO GOODS (SPECIAL PROVISIONS):

TD-947 (Rev. 05/05), Public Safety Radio Goods (Special Provisions), apply to this contract.

ADDITIONAL ACCESSORY SUPPLEMENTAL PRICING:

Line Item 6 of the solicitation requests that the bidder offer additional accessories/components not listed specifically in the IFB that are of the same manufacture as the other items bid. Such items may be added to the contract and new items offered by the manufacturer during the term of the contract may be added as well.

F.O.B. POINT:

All prices are F.O.B. Destination to the noted location for purchases meeting the minimum order requirement.

DGS-Telecommunications
Attn: CDF Unit
601 Sequoia Pacific Blvd.
Sacramento, CA 95814

MINIMUM ORDER:

Minimum order shall be \$500.00.

Contract (Mandatory): 1-05-66-02

ORDERING PROCEDURE:

Contract Delegation Orders (Std. 65) are to be submitted to the Department of General Services, Office of Telecommunications, for approval. Approved delegation orders are then returned for issuance of the order by the requesting agency. In addition, the Department of General Services, Procurement Division may issue purchase orders on behalf of requesting agencies.

CONTRACT DOLLAR VALUE:

The total dollar value of this contract is subject to a variance of plus or minus thirty-five percent.

This contract will expire on June 30, 2009 or when the contract dollar value has been expended (plus or minus 35 percent, as shown below). The contract shall be considered expended at any time that the total dollar amount plus 35 percent is expended, or if at least 65 percent of the total is expended by the expiration date.

If the contract dollar value plus 35 percent is expended before the expiration date, the contractor shall notify the Procurement Division, Contract Management. Such notification shall be in writing, submitted as soon as the contractor becomes aware of the overage, and include a statement of intention to either continue or terminate the contract. The contractor may continue to accept orders until the State returns a written decision of the disposition of the contract. The contract may be terminated by either party, or, by mutual agreement, be allowed to continue until the expiration date or such other date mutually agreed upon. The contractor shall refuse to accept any orders after a date set for termination, and the State may disclaim liability for any purchases made after such date.

If the expiration date occurs before the contract dollar value less 35 percent is expended, the contract will be extended, with the supplier's agreement, until the minimum dollar value is reached.

The State's obligation to pay is solely from funds appropriated for the acquisition of the products on this contract. If funds are not appropriated for future fiscal years, the contract dollar amount will be reduced accordingly. Receipt of a contract delegation order or purchase order under the contract is proof of availability of funds for that order.

QUANTITY:

Quantities shown for each line item in the solicitation are estimated and are the anticipated contract purchase pattern. Actual purchases may vary from this pattern. Emergency purchases may be made off contract.

The State will not be obligated to purchase contractor's excess inventory of any line item if actual purchases vary from the anticipated purchase pattern.

INVOICING REQUIREMENTS:

The contractor is to render invoices as instructed on individual orders. Invoices shall include the order number, the contract number, the commodity code number, the unit price and the extension. State sales and/or use tax is to be added to each invoice.

PACKAGING:

If applicable, exterior packaging is to show the contents and the purchase order number. All packaging is to conform to the applicable freight classifications, Surface Transportation Board and/or Postal regulations, and is to be of a quality to assure final delivery without damage to the contents.

Contract (Mandatory): 1-05-66-02

USAGE REPORTS:

The contractor is required to submit a detailed usage report every three months commencing from the date of award to Procurement Division, Contracts Management Unit. This report is to include total quantities per item number, the total dollar amount ordered of each item, and a grand total for the three months for all orders issued by the using agencies. Invoice copies or lists of purchase orders will not fulfill this requirement.

DEMONSTRATION THAT PRICE IS "FAIR AND REASONABLE":

At any time during the term of this contract, the supplier and manufacturer may be required to assist the State in determining that the price of the products offered is "fair and reasonable".

CHANGE ORDERS:

Any Purchase Order resulting from this contract may be amended, modified, or terminated at any time by mutual agreement of the parties in writing. Change orders amending, modifying, or terminating the Purchase Order, including any modifications of the compensation payable, may be issued only by the State Procurement Officer. All such change orders shall be in writing and issued only upon written concurrence of the supplier. Termination, as that term is used in this section, does not include termination for default of the supplier.

GENERAL PROVISIONS:

General Provisions GSPD-401Non-IT Commodities, revised and effective 8/16/2004, apply to this contract.

CONTRACT ISSUANCE DELAY NOTE:

This contract is being issued September 2, 2005 pursuant to Government Code Section 13332.17. This award was delayed due to a protest. The protestant has withdrawn their protest, which the State Office of Administrative Hearings acknowledged. Consequently, the State is proceeding with the award of this contract.

Contract (Mandatory): 1-05-66-02

ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
1	6660-478-0124-4	797593	EA	<p><u>CONTRACT PRICE SHEET</u></p> <p>WEATHER STATION REMOTE AUTOMATIC (AS DESCRIBED)</p> <p><u>THIS LINE ITEM (AND PRICE) INCLUDES THE FOLLOWING ITEMS:</u></p> <p>(RAWS) Datalogger, in accordance with State Specification DC-001.</p> <p>Brand: FTS Model: FWS12S-DATA-CDF (Logger, enclosure, regulator)</p> <p>Geostationary Operational Environmental Satellite (GOES Transmitter) with Global Positional Satellite (GPS) Receiver, in accordance with State Specification DC-001.</p> <p>Brand: FTS Model: G5 + GPS-ANTENNA-WP</p>	5,431.6000
2	5820-000-0032-3	797593	EA	<p>MANUAL SERVICE (FOR USE WITH COMMUNICATION GROUP)</p> <p>Service Manual, in accordance with TD 927, Service Manual Requirements.</p> <p>Brand: FTS Model: Service Manual (Included w/station)</p>	0.0000

Contract (Mandatory): 1-05-66-02

ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
3	5820-000-0033-5	797593	EA	PROGRAMMING INTERFACE (FOR USE WITH COMMUNICATION GROUP) Programming interface cable, in accordance with State Specification DC-001 (up to 20 included with stations). Brand: FTS Model: CBL-FWS-LDS-CDF	0.0000
4	5820-000-0034-7	797593	EA	PROGRAMMING SOFTWARE (FOR USE WITH COMMUNICATION GROUP) Programming software, in accordance with State Specification DC-001. Brand: FTS Model: TOOLBOX	0.0000
5	5820-000-0042-6	797593	EA	TRAINING TECHNICAL (FOR USE WITH COMMUNICATION GROUP) Technical Training, in accordance with attached "Technical Training Requirements". Brand: FTS Model: Technician Training (3-5 day required course is anticipated. No charge with station.)	0.0000

ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
6	6660-000-0001-4	797593	EA	<p>METEOROLOGICAL INSTRUMENT COMPONENT <u>ACCESSORY SUPPLEMENTAL PRICING</u></p>	VARIABLE
<p>The State may require accessories/components to match and intermember with Lane Item 1 listed above. Bidder is to indicate below the discount from Manufacturer's List Price which may be deducted for such items. The appropriate catalog and list prices are requested with the bid. All purchases from the catalog indicated below are subject to the same terms and conditions (including delivery terms) as contract items listed above. Accessory/component catalog items below will be a part of the contract. (Accessory/component items added to the catalog by the manufacturer during the contract term may be added to the contract.)</p>					
<p><u>11.25 % Discount from Catalog # FTS Price, dated July 25, 2005</u> <u>For evaluation purposes, a List Price of \$5,000 will be used.</u></p>					
<p>\$ 5,000.00 Evaluation List Price Amount \$ 562.50 Less Discount Amount \$ 4437.50 Evaluation Total (Show as Unit/Extended Amount above)</p>					
<p>The Discount offered above is to be subtracted from \$5,000, to establish the Unit and Extended Amount for this Line Item. <u>Example:</u> If a 25% discount were offered, the discount from \$5,000 would be \$1,250 and the net evaluation total would be \$3,750, which would be shown as the unit and extended amount for this line item. (If no accessory items are offered, or if the bidder offers no discount, then \$5,000 will be shown as the unit and extended line item amount.)</p>					

ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
7	6660-909-0000-8	797593	VA	FOR DATA ENTRY USE ONLY INSLAB-DGS/PROCUREMENT USE ONLY	VARIABLE

25-Jul-05

FTS PRICE SCHEDULE - CDF RECEIVES 11.25% DISCOUNT

Components For a Fixed Site RAWS

Item	Description	List Price	11.25% CDF Discount
FWS12S-DATA-CDF	FWS12 Datalogger, Enclosure & Regulator	2,974.00	2,640.45
G5	GOES Transmitter w/integrated GPS-100,300/1200 Baud	3,100.00	2,751.25
GPS-ANTENNA-WP	GPS Antenna For Top of Enclosure	45.00	39.90
CBL-FWS-LDS-PC	Cable - Display port to PC - Programming	140.00	124.69
TOOLBOX	TOOLBOX software CD	N/C	
GOES-ANTENNA	GOES Yagi Antenna, Mount and Cable	444.00	394.02
HDAR-BAR	Handar Interface Bar	450.00	399.38
RG-T-TRI	Rain Gauge, includes cable and mount	865.00	768.09
THS-2000:3	Temp/Humidity, Sealed Electronics, Solar Screen + cable	995.00	882.81
WS-013-30	Wind-Speed Sensor, Heavy Duty, 35ft cable	825.00	732.19
WD-023-30	Wind Direction Sensor, Heavy Duty, 35ft cable	817.00	733.18
FS-11	Fuelstick Moisture Sensor	883.00	784.05
FUEL-ADAPT	Fuelstick Cable & Arm	369.00	327.19
SDI-SR-PYR	SDI-12 Solar Radiation Sensor, Sun & Sky Energy	1,095.00	972.59
RVT-KING-DSP-C	Radio Voice Transmitter, Customer Supplied Radio	1,265.00	1,022.46
BATTERY-12V-SEE	Extreme Solar Battery, Starved Electrolyte 100AH, 12V	197.00	174.57

Components For a Portable RAWS

Item	Description	Commercial I	11.25% CDF Discount
QD- ENCLOSURE	QD Enclosure, Tripod and Sensor Mount Bar	2230.00	1980.09
FWS12S-DATA-QD	FWS12 Datalogger fro Quick Deploy	2975.00	2640.45
QD-20W-POWER	20W Solar Power Supply, 3 batteries & Power Manager	860.00	763.11
QD-SHIP-CASES	Shipping Cases (2) for Quick Deploy	778.00	690.29
QD-HT-EXT	QD Wind Sensor Height Extension	95.00	84.79
THS-2000-QD	Temp/Humidity, Electronics, Solar Screen + Arm for QD	995.00	882.81
WSD-QD	Dual Wind sensor for QD	1118.00	992.54
RG-T-QD	Rain Gauge for QD	865.00	768.09
FS-11	Fuelstick Moisture Sensor	883.00	784.05
FUEL-ADAPT-QD	Fuelstick Cable & Arm for Quick Deploy Station	369.00	327.19
G5-QD	QD GOES Transmitter, GPS + Omni Antenna	4125.00	3657.00
RVT-QD-KING-D-C	Radio Voice Transmitter, Customer Radio, D port QD	1015.00	897.77
RD-QD	Display for Quick Deploy Station	995.00	883.81
SDI-SR-PYR-QD	SDI-12 Solar Radiation Sensor, Sun & Sky Energy, QD	1095.00	972.59

STATE OF CALIFORNIA SPECIFICATION

SPECIFICATION NUMBER DC-001

11 PAGES

RAWS Datalogger and GOES Transmitter with GPS Receiver

Issued June 2005

Prepared by:

Department of General Services
Telecommunications Division
601 Sequoia Pacific Blvd
Sacramento, CA 95814-0282

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1 Introduction

- 1.1 This specification describes radio equipment for use by the State of California, Department of Forestry, CDF (State) as follows:
 - 1.1.1 Remote Automatic Weather Station (RAWS) Datalogger.
 - 1.1.2 High Data Rate (HDR) Geostationary Operational Environmental Satellite (GOES) transmitter with a Global Positioning System (GPS) receiver.
- 1.2 This equipment will replace existing equipment and will re-utilize the existing mounting tripod.

2 Standards

- 2.1 The equipment shall meet the following standards:
 - 2.1.1 National Fire Danger Rating System (NFDRS) weather station standard, National Wildlife Coordinating Group (NWCG) document PMS 426-3, dated May 2005.
 - 2.1.2 Certification of the GOES transmitter by the National Environmental Satellite, Data and Information Service (NESDIS).

3 RAWS Datalogger

- 3.1 The datalogger shall start operating immediately when it is powered up.
- 3.2 The datalogger shall be configured to continuously store and transmit data.
- 3.3 The datalogger shall use non-volatile memory for data storage.
 - 3.3.1 Memory size 1 MB minimum
 - 3.3.2 Type of information to store All logged data, GOES telemetry configuration parameters, Operational program
 - 3.3.3 The use of any type of battery is not permitted for storage of any critical parameters in case of power failure.
 - 3.3.4 Data shall continue to be stored over the entire operational voltage range of the datalogger.
- 3.4 The datalogger shall support the following communication interfaces (minimum):
 - 3.4.1 HDR GOES transmitter
 - 3.4.2 Direct connection (PC or Digital Readout Device)
- 3.5 The datalogger shall support the following sensor inputs (minimum):
 - 3.5.1 Wind speed—
 - 3.5.2 Wind direction
 - 3.5.3 Rain Tipping Bucket
 - 3.5.4 Air temperature

- 3.5.5 Relative humidity
- 3.5.6 Solar radiation
- 3.5.7 SDI-12
- 3.6 All inputs and outputs shall have lightning protection.
- 3.7 Weather and maintenance data shall be available locally on a display screen or via a laptop computer.
- 3.8 The datalogger shall contain 2 internal clocks (minimum).
 - 3.8.1 Primary clock – High precision for data sampling and operational tasks.
 - 3.8.2 Backup clock – Lower precision clock for keeping the current time when the datalogger is powered down.

4 GOES Transmitter with GPS Receiver

- 4.1 Transmission rate: 100/300 bps and 1200 bps
- 4.2 Configuration data shall be stored in non-volatile memory.
- 4.3 GPS receiver
 - 4.3.1 Integrated into the GOES transmitter
 - 4.3.2 External GPS antenna
 - 4.3.3 Acquire a GPS fix only once per day
 - 4.3.4 Maintain time to National Oceanic and Atmospheric Administration (NOAA) specifications for a minimum of 30 days without GPS synchronization.

5 Electrical Power Requirements

- 5.1 Operating voltage
 - GOES transmitter and GPS: +10.8 to +16 VDC
 - Datalogger: 8 to 15 VDC
- 5.2 Quiescent current
 - Datalogger: < 10 mA
- 5.3 A power management facility shall be included to regulate a 20 Watt solar panel and charge a 25 AH, 12 Volt lead-acid battery.
 - 5.3.1 The solar panel and battery shall be provided by the State.

6 Physical Requirements

6.1 Connectors:

- | | | |
|-------|--------------------------|--|
| 6.1.1 | GPS antenna | TNC or SMA female |
| 6.1.2 | GOES antenna | Type N female |
| 6.1.3 | Datalogger | RS-232 |
| 6.1.4 | Datalogger sensor inputs | Metal, military grade, quick-connect, bayonet style. |

Each connector shall be clearly labeled and incorporate a different pin/socket arrangement to assure that only the correct sensor is connected to the appropriate input.

Each input shall provide protection against water seepage even when it is vacant.

- | | | |
|-------|--------|---|
| 6.1.5 | SDI-12 | One SDI-12 port conforming to protocol version 1.3, dated July 25, 2004 |
|-------|--------|---|

6.2 All components shall be housed within one main enclosure with the following requirements:

- | | | |
|-------|-----------------------|--|
| 6.2.1 | Installation location | Rated for outdoors NEMA 4 waterproof. |
| 6.2.2 | Construction | Heavy gauge aluminum or steel |
| 6.2.3 | Finish | White powder coat |
| 6.2.4 | Size | 36"H x 20"W x 20"D maximum |
| 6.2.5 | Mounting facility | Securely attach to a 2 inch diameter schedule 40 aluminum pipe |
| 6.2.6 | Security | Lockable |

6.3 All inputs and any indicators on the equipment shall be clearly labeled using painted or silkscreened lettering.

6.4 Each component shall be field replaceable without disrupting the operation of the datalogger.

6.5 Each component shall have quick-disconnect cables for power and connection to the datalogger.

6.6 Mounting provisions shall be available to secure a 25 AH battery inside the main equipment enclosure.

7 Environmental Requirements

7.1 Operating Temperature: -40° F to +130° F (-40° C to +55° C)

7.2 Humidity: Up to 95% @ 130° F (+55° C).

8 Accessory Equipment

- 8.1 The following items shall be supplied in the quantities specified on the equipment order.
- 8.1.1 Service manual which shall be in accordance with TD-927 Service Manual Requirements.
 - 8.1.2 Programming
 - 8.1.2.1 Programming interface that is compatible with Microsoft Windows 2000 and Windows XP operating systems to permit complete and partial programming and reprogramming of the station and for determination of the initial status; complete with necessary software, interface cables, and connectors.
 - 8.1.2.2 Programming and alignment software for use with programming interface specified herein; software shall be provided on 3½ inch diskettes or CD, complete with programming instructions. Refer to form TD-947 Public Safety Radio Goods Special Provisions for software usage/license clarification.
 - 8.1.3 Technical Training in accordance with the attachment titled "Technical Training Requirements".

Technical Training Requirements
RAWS Datalogger and GOES Transmitter
Solicitation 54556

1 Objective

Given a classroom condition with the specified equipment and materials, the State technical staff shall learn the information necessary to earn the manufacturer certification for maintenance and repair.

2 Schedule

The training course shall be conducted within 90 days after equipment delivery or at a later specified date agreed upon by the State.

3 Number of Trainees

The training course shall be designed for a group of 10 State telecommunications engineers and/or maintenance technicians per class.

4 Length of Training Course

The length of the course shall be sufficient to provide for the training objective. The training shall not exceed 8 hours on any one day and the days shall be consecutive.

5 Syllabus

The training course shall be a manufacturer certified course for the equipment specified. The training course shall include but not be limited to the following topics:

- Installation and initial check-out procedures.
- Theory of operation.
- Programming software procedures.
- Routine maintenance practices and procedures.
- Trouble-shooting techniques and procedures.

A copy of the lesson plan to be used for this class by the instructor shall be forwarded to DGS Telecommunications one week before the instruction is to begin.

6 Instructor Qualifications

The training course shall be conducted by a manufacturer trained and certified instructor. The State prefers the training be provided by a certified instructor employed by the manufacturer. If the manufacturer does not directly employ the instructor, the supplier of the equipment shall provide, upon request, to the State, proof of certification that the instructor is manufacturer trained on the specified equipment and will present the same course as if given by the manufacturer.

7 Sameness of Courses

If more than one training course is specified. All training courses ordered shall be identical.

Technical Training Requirements
RAWS Datalogger and GOES Transmitter
Solicitation 54556

8 Location of Courses

The training course(s) may be held at State facilities in Sacramento or, if agreed to by the State, at a supplier-provided site within the State of California. To use the State facilities in Sacramento, the supplier should contact:

George Rivera
State of California, Department of General Services
Telecommunications Division
601 Sequoia Pacific Blvd.
Sacramento, California 95814-0282
916-657-9748

9 Course Material

The supplier shall supply each trainee with the following material that is specific to the equipment ordered:

- A copy of the Operation and Maintenance manual in accordance with TD-927 Service Manual Requirements
- Documentation covering all modifications made to the equipment in compliance with the State specification.
- Programming Software
- Programming instruction manual

**PUBLIC SAFETY RADIO GOODS
SPECIAL PROVISIONS**

TD-947 (Rev. 05/05)

1. TECHNICAL STANDARDS

- a) Where applicable, all goods delivered shall meet or exceed the requirements contained in the Code of Federal Regulations, Title 47 Telecommunication, Chapter I Federal Communications Commission Rules and Regulations, in particular:
- i) Part 2, Subpart I, "Marketing of Radio Frequency Devices" (47CFR2.803). All goods offered shall be authorized by the FCC by the bid due date.
 - ii) Part 15, Radio Frequency Devices (47CFR15).
 - iii) Part 90, Private Land Mobile Radio Service (47CFR90).
 - iv) Part 101, Fixed Microwave Services (47CFR101).
- b) Where applicable, all goods operating in the analog mode shall meet or exceed all applicable performance standards listed in TIA/EIA-603, "Land Mobile FM and PM Communications Equipment Measurement and Performance Standards".
- i) The State will consider goods tested under comparable performance standards listed in documents EIA-152-C, "Minimum Standards for Land Mobile Communication FM or PM Transmitters, 25-866 MHz", EIA/TIA-204-D, "Minimum Standards for Land Mobile Communication FM or PM Receivers, 25-866 MHz", and EIA-220-B, "Minimum Standards for Land Mobile Communication Continuous Tone-Controlled Squelch Systems (CTCSS)", which were superseded by TIA/EIA-603.
 - ii) Specification compliance testing conducted by the State, however, will be conducted in accordance with the methods, procedures, and requirements of TIA/EIA-603. All measurements of transmitter radio frequency specifications shall be made at the transmitter chassis antenna connector. All measurements of receiver radio frequency specifications shall be made at the receiver chassis antenna connector. Measurements of received audio response and distortion shall be made at the speaker output.
 - iii) The performance requirements contained within the technical specifications further define and, in some cases, exceed the requirements contained in TIA/EIA-603. In the event of a conflict between performance requirements contained in TIA/EIA-603 and the performance requirements contained in the specification, the requirements contained in the specification shall prevail.
- c) Where applicable, all goods operating in the digital mode shall meet or exceed all applicable APCO Project 25 system standards listed in the TIA/EIA 102 series of standards, interim standards and technical bulletins.
- d) Where applicable, all goods operating within 821-824 MHz and 866-869 MHz shall comply with the recommendations set forth in the final report of the National Public Safety Planning Advisory Committee (NPSFAC) to the Federal Communications Commission (FCC).

2. SPECIAL ORDERING PROVISIONS

During the thirty-calendar day period immediately following purchase order issuance, the State reserves the right to increase the quantity ordered by up to twenty-five percent, or as otherwise specified, at rates not to exceed those contained herein.

3. SPECIFICATION COMPLIANCE TESTING

- a) Goods may be inspected before acceptance for workmanship, appearance, and conformance to all other requirements of the specifications. The State may reject any shipment or item of a shipment that is not in compliance with specification requirements or is otherwise defective in any manner.
- b) Within forty-five calendar days following delivery of any shipment, or of any item previously rejected, the State will either reject or accept said shipment or item. If the shipment or item of a shipment is not accepted, it will be deemed rejected. The State reserves the right to extend the inspection period.

- c) Upon rejection, the State will notify contractor of such rejection, and the grounds for such rejection. For the purpose of this provision, contractor shall provide the State with the name, address, and telephone number of the office to which such notice of rejection shall be given.
- d) Within fifteen calendar days after contractor first receives notice of rejection, contractor shall, if requested by the State, remove rejected goods from the State's facilities. Upon failure of contractor to remove such goods from the State's facilities within the specified period, the State may forward such goods to contractor by common carrier, at contractor's expense and risk.
- e) Unless otherwise specified, and at no cost to the State, all rejected goods shall be repaired or replaced by contractor and shall be returned to the State within thirty calendar days from the date the goods are made available on, or removed from, the State's facilities, whichever occurs first.
- f) Unless otherwise specified, if contractor does not deliver goods meeting specifications within sixty calendar days from the date the goods are made available on, or removed from, State's facilities, whichever occurs first, contractor shall be deemed to be in default, and the State will terminate the purchase order in whole or in part in accordance with the Termination for Default provision contained in the General Provisions.
- g) At the State's option, contractor may be permitted to make repairs of rejected goods at the State's facilities.
- h) Paragraph 17.a) and Paragraph 17.c) of the General Provisions effective 08/16/04 are hereby deleted in their entirety.

4. MINIMUM GUARANTEES AND WARRANTIES

- a) Contractor is responsible for all guarantees and warranties required herein. Any guarantee/warranty offered by the original goods manufacturer shall not relieve contractor of this responsibility.
- b) If contractor is other than the manufacturer of goods delivered, contractor warrants that the manufacturer has authorized contractor to sell goods delivered. At the request of the State, written verification by manufacturer of such authorization shall be immediately provided.
- c) All goods delivered shall be guaranteed by contractor against defects for eighteen months from date of delivery.
- d) During the guarantee period, contractor shall repair or replace, at its option and expense, all defective goods, or refund the purchase price thereof.
- e) Unless otherwise specified, if contractor has not completed guarantee repair within thirty calendar days after notification of a malfunction, the State may effect such repairs and bill contractor for material cost and labor cost at the State technician current hourly rate.
- f) Workmanship and materials provided by contractor in the performance of any installation work required shall be guaranteed for ninety calendar days after installation. Workmanship or materials which are found to be defective during this period shall be promptly corrected at contractor's expense.
- g) During the Warranty Period, Contractor shall manage the individual warranties and maintenance services (if any) of the third-party Goods. If the third-party Goods do not function as warranted during the Warranty Period, Contractor will correct the deficiency.

5. DESIGN DEFECT

- a) A design defect shall be defined as identical failures occurring within five years after delivery in at least five units or five percent, whichever is larger, of identical assemblies, subassemblies, or parts supplied.
- b) Delivered goods shall be guaranteed by contractor against design defects for five years from date of delivery. Upon written notification to and confirmation by contractor of design defects evidenced within the five-year guarantee period, contractor shall take prompt corrective action, at no cost to the State.

- c) Whenever it is necessary for contractor to take corrective action of design defects, contractor shall take the same corrective action in all identical goods-supplied.
- d) All parts and materials used in corrective action for design defects shall be guaranteed by contractor against defects for one year from date of such corrective action.

6. SERVICE PROVISIONS

- a) Contractor shall provide the following services that will repair or exchange, in the times indicated, all defective goods returned by the State for repair.
 - i) Emergency no-charge warranty service within five calendar days, excluding shipping time, for defective goods returned within the guarantee period.
 - ii) Non-emergency no-charge warranty service within twenty calendar days, excluding shipping time, for defective goods returned within the guarantee period.
 - iii) Emergency full-charge nonwarranty service within five calendar days, excluding shipping time, for defective goods returned after expiration of the guarantee period.

7. AVAILABILITY OF REPAIR PARTS

- a) Contractor shall notify State of the date of last manufacture for all goods delivered.
- b) For a period of seven years from the notice of last manufacture, contractor shall make available to the State exact replacement parts for use in the delivered goods.
- c) If exact replacement parts are not available, contractor may substitute equal or similar parts which do not deteriorate performance and which will continue to meet all specifications in effect at the time of purchase.

8. SOFTWARE USAGE/LICENSE REQUIREMENT

- a) The Department of General Services, Telecommunications Division, and/or the purchasing agency shall be permitted to make unlimited copies of any software required for installation and maintenance of goods supplied. Such copies shall be for the sole and exclusive use of the State designated maintenance and engineering personnel in the installation, maintenance, and operation of the delivered goods.
- b) Any need for a separate software license agreement to reflect the scope and/or limitations of this usage shall be negotiated to the mutual agreement of the parties, including Department of General Services, Procurement Division and Telecommunications Division.

9. DEFINITIONS

Paragraph 1.e) of the General Provisions effective 08/16/04 is hereby deleted and the following substituted therefore:

- 1.e. "Goods" means all types of tangible personal property including but not limited to equipment (commodities), accessories and information and telecommunication technology.

10. CONTRACTOR'S POWER AND AUTHORITY

Paragraph 8 of the General Provisions effective 08/16/04 is hereby deleted and the following substituted therefore:

- 8. Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, contractor avers that it will not knowingly enter into any arrangement with any third party which might abridge any rights of the State under this contract.

11. PACKING AND SHIPPING

The following sub-paragraph d) is hereby added to Paragraph 12 of the General Provisions effective 08/16/04:

- 12.d) The supplier shall mark the outside of each equipment package or container with the purchase order number and the model of the unit within.

12. TERMINATION FOR THE CONVENIENCE OF THE STATE

The following sub-paragraph c) is hereby added to Paragraph 23 of the General Provisions effective 08/16/04:

- 23.c) Within ninety days from the effective date of termination, unless this time frame is extended by the State, contractor shall submit a final termination settlement proposal to the State. The contractor and the State may agree upon the whole or any part of the amount to be paid because of the termination.

13. TERMINATION FOR DEFAULT

Paragraph 24 of the General Provisions effective 08/16/04 applies, except that sub-paragraph d) is deleted and the following sub-paragraph d) substituted therefore:

- 24.d) If the contract is terminated for default, the State may require contractor to transfer title and deliver to the State, as directed by the buyer, any completed goods.

14. INDEMNIFICATION

Paragraph 28 of the General Provisions effective 08/16/04 is hereby deleted and the following substituted therefore:

- 28. Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses, with the exception of consequential damages, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by contractor in the performance of this Contract.

15. LIMITATION OF LIABILITY

The following is added as Paragraph 56 to the General Provisions effective 08/16/04:

56. LIMITATION OF LIABILITY

- a) Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the greater of \$200,000 or the purchase price stated herein for the goods and/or services that are the subject matter of or are directly related to the cause of action. In those instances where contractor has failed to perform as called for by the Contract, the Limitation of Liability provided above shall not limit any right to recover the 'Cost to Cover'. 'Cost to Cover' means the cost of procuring goods of equivalent (not greater) capability, function, and performance, less the contractor's bid price.
- b) The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph of the General Provisions, entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by contractor's negligence. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this contract.
- c) State's liability for damages for any cause whatsoever, and regardless of the form of action whether in contract or in tort, excluding negligence, shall be limited to the greater of \$200,000 or the purchase price stated herein for the goods and/or services that are the subject matter of or are directly related to the cause of action.
- d) In no event will either the contractor or the State be liable for consequential damages even if notification has been given as to the possibility of such damages.

1. Each service manual shall be current and shall include any revised and/or supplemental documentation if not published in the main service manual.
2. Each service manual shall contain a general information section as follows:
 - 2.1. A list of applicable subassemblies that comprise the specified equipment
 - 2.2. Overall description of the equipment design features, performance, and applications
 - 2.3. Equipment specifications summary
 - 2.4. Equipment installation instructions, if applicable.
3. Each manual shall contain a theory of equipment operation section which shall include the following items:
 - 3.1. Theory of operation of the standard equipment, with unique or unusual circuitry described in detail.
 - 3.2. Theory of operation reflecting any modifications to the standard equipment.
4. Each manual shall contain an equipment maintenance section which shall include the items as follows:
 - 4.1. Recommended test equipment and fixtures, or minimum operational and performance requirements for appropriate test equipment.
 - 4.2. Alignment and troubleshooting information and charts.
 - 4.3. Removal and installation procedures for replacing assemblies and subassemblies, if not obvious or if improper sequencing of steps may result in component damage.
5. Each manual shall contain an equipment replacement parts section which shall include a component parts list including electrical parts, mechanical parts, and assemblies. All semiconductors shall be identified by the supplier's numbers and, as applicable, by JEDEC numbers.
6. Each manual shall contain an equipment diagram section which shall include the following items:
 - 6.1. Schematic diagram(s) identifying all circuit components and showing normal test voltages and levels.
 - 6.2. An overall functional block diagram.
 - 6.3. Detailed interconnecting diagram(s) showing wiring between modules, circuit boards, and major components.
 - 6.4. Pictorial circuit board layout diagrams(s) showing both component placement and printed wiring detail.
 - 6.5. Diagram(s) showing location of circuit boards and other subassemblies.
 - 6.6. Exploded view diagram(s) of complex mechanical assemblies.
7. Each manual shall conform to the following physical requirements:
 - 7.1. All pages, including latest revisions, shall be securely fastened together between protective covers (loose-leaf ring binding is acceptable).
 - 7.2. No page shall be subject to fading from exposure to any normal source of ambient lighting (OZALID reproduced pages are not acceptable).
 - 7.3. On orders of twenty or more manuals, the cover or first page shall be printed to show equipment model number, State purchase order number and its date, and name of State agency for which the equipment is specified.
 - 7.4. On orders including less than twenty manuals, the cover or first page shall be marked in any manner to show the State purchase order number and date.