



JOSEPH A. D'AMICO
SUPERINTENDENT

**NEW YORK STATE POLICE
BUILDING 22
1220 WASHINGTON AVE.
ALBANY, N. Y. 12226-2252**

January 9, 2015

Ms. Mariko Hirose
New York Civil Liberties Union
125 Broad Street, 19th Floor
New York, New York 10004

Dear Ms. Hirose:

This is in response to your correspondence of October 15, 2014, received at this office on October 20, 2014, in which you appeal this agency's response to your June 17, 2014, Freedom of Information Law request for records relating to the acquisition and use of cell site simulators or "Stingrays."

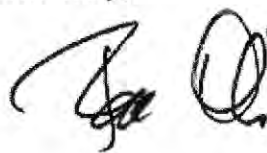
I have reviewed your appeal and determined that the enclosed records should be released in response to your request for "records of all contracts, agreements, and communications with Harris Corporation." Redactions have been made to those portions that are considered trade secrets or were submitted to this agency by a commercial enterprise and, if disclosed, would cause substantial injury to the competitive position of that enterprise (*see Public Officers Law § 87(2)(d)*); and to those portions which, if disclosed would jeopardize an agency's capacity or an entity that has shared information with an agency, to guarantee the security of its information technology assets (*see Public Officers Law § 87(2)(i)*).

I concur with T/Lieutenant Debra Benziger's decision to redact and withhold the remaining records located responsive to your request as these records were compiled for law enforcement purposes and, if disclosed, would reveal non-routine investigative techniques (*see Public Officers Law § 87(2)(e)*). Disclosure would also jeopardize this agency's capacity or an entity that has shared information with this agency, to guarantee the security of its information technology assets (*see Public Officers Law § 87(2)(i)*). Furthermore, these records contain trade secrets or were submitted to this agency by a commercial enterprise and, if disclosed, would cause substantial injury to the competitive position of that enterprise (*see Public Officers Law § 87(2)(d)*).

Finally, I concur with T/Lieutenant Benziger's determination that a diligent search of our files failed to locate any additional records responsive to your request.

Accordingly, your appeal is granted in part and denied in part.

Sincerely,

A handwritten signature in black ink, consisting of a stylized first name and a last name with a small 'i' at the end.

Lt. Colonel Terence P. O'Mara
Assistant Deputy Superintendent
Administration

**Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services**

Effective Date: June 25, 2012

1. **Definitions.** In addition to the terms defined elsewhere, the following terms used herein have the following meanings:
 - a. **"Agreement"** means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated.
 - b. **"Customer"** means the purchaser of Equipment, Software, or Services from Harris.
 - c. **"Date of Acceptance"** means the date when the Customer receives an item of Equipment, Software and/or Services in an undamaged or non-defective condition.
 - d. **"Environmental Laws"** means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive.
 - e. **"Equipment"** means any hardware, including components, but excluding any Software or Services.
 - f. **"Harris"** means Harris Corporation, acting through its Government Communications Systems Division.
 - g. **"Maintenance Agreement"** means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement.
 - h. **"Purchase Order"** means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form.
 - i. **"Purchase Price"** means the purchase price as identified in the Purchase Order.
 - j. **"Quote"** means the price quotation of Harris itemizing the purchase price and all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any Maintenance Agreement specifically included in the purchase price.
 - k. **"Services"** means, training, maintenance support, or other services to be provided to Customer as part of the Agreement.
 - l. **"Software"** means software and firmware, including all copies provided to Customer.
 - m. **"WEEE Directive"** means the European Union Directive on Waste Electrical Equipment and includes any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority

2. **Restricted Use.** All Wireless Equipment and/or Software sold by Harris provides the Customer with a capability that is restricted and otherwise controlled under United States Code Title 18 §2512. Use of Equipment is strictly governed by applicable federal, state and local law associated with the intercept and monitoring of oral communications. The Customers obligation to protect information includes, but not limited to, the names of specific products, pricing, technical and performance data. Under no circumstances should any information regarding Customers purchase or use of Harris Wireless Products be posted on any public website, including procurement websites. Harris assumes no liability for any use, misuse or improper use of the Equipment and makes no representations as to Equipment suitability for any specific application. Buyer's right to transfer, sell or assign the Equipment shall be limited to authorized law enforcement and government agencies with the prior written consent of Harris.
 - a. In the event that any of the Equipment or Software purchased under this Agreement is lost or stolen, the Customer shall contact the Harris Help Desk at 1-800-358-5297 within 3 business

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days. Customer shall provide the Part Number and Serial Number of the Equipment and/or Software and a summary of facts surrounding the incident. Failure to comply with this requirement may result in Harris not accepting future orders from the Customer.

3. **Proposal/Quote Validity.** Prices quoted are valid for 180 days from the date of Quote. After the expiration of the 180-day period, Harris may modify its prices or extend the validity period.
4. **Acceptance – Modification of Terms.** The Agreement will be deemed accepted by Customer upon the first to occur of (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are agreed to in writing by both Harris and Customer.
5. **Taxes.** All prices quoted are exclusive of all applicable sales, use, excise, and other taxes, duties, fees, or charges. Unless evidence of valid tax exempt status and/or resale certificate is provided by Customer prior to shipment, Harris shall add and Customer shall pay all such applicable taxes or charges levied or imposed to the invoice for the Equipment, Software, and/or Services.
6. **Shipping and Delivery.** Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and include freight charges. Harris may ship Equipment in multiple lots and Customer agrees to accept such multiple shipments and pay for each lot in accordance with the payment terms set forth herein.
7. **Title and Risk of Loss.** Title to and risk of loss for Equipment and Software media sold under the Agreement will pass to Customer upon receipt of equipment.
8. **Payment Terms.**
 - a. Payment for an invoice is due within 30 days from the date of the invoice. Late payment will accrue interest to the outstanding balance at the lower of (i) 1.5% per month, or (ii) the highest rate allowed by law.
 - b. Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.
9. **Annual Maintenance Agreement.** Upon expiration of the warranty period, Customer may execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:
 - a. Customer telephone support during normal business hours, excluding holidays (Monday through Friday, Eastern Time).
 - b. Additional 12-month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
 - c. For Software Maintenance Agreements Harris will provide notification of and free access to Software upgrades as defined in the maintenance agreement.

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10. Equipment Return Policy.

- a. **Equipment Damaged in Shipment.** Upon receipt of shipments, Customer should open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivery carrier within 48 hours and request an inspection from the freight carrier. After notifying the delivery carrier of damage, Customer will promptly contact Harris for further instructions. Damaged Equipment may not be returned without Harris' prior authorization. For Equipment returned under this paragraph the Date of Acceptance shall be adjusted to reflect the date repaired or undamaged Equipment is received.
- b. **Items Shipped in Error.** If the Customer receives Equipment and/or Software in error, the Customer will promptly notify Harris and Harris will provide return instructions, pay shipping costs (provided Harris' instructions are followed) and provide a Return Material Authorization (RMA). Customer will retain the Equipment's original packing material for use in return shipment to Harris.
- c. **Defective Equipment.** Equipment is provided with either Harris' standard equipment warranty or the manufacturer's standard equipment warranty. Upon discovery of a defect or other warranty-related problem, Customer shall promptly contact Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued an RMA, including a form which Customer must fill out describing the nature of the Equipment defect.
- d. **Other Reasons.** If Customer desires to return Equipment for other reasons, Customer must contact Harris for a RMA. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, an RMA will be issued. Customer will not return any Equipment without an RMA. Equipment being returned may be subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.
- e. **Upon Receipt of a Return Authorization.** RMA numbers must appear on each individual package being returned. Customer is responsible for ensuring the safe return of Equipment for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without a valid RMA number. All Equipment being returned for credit must be returned in a timely manner and in good condition. If Equipment show evidence of damage, wear and tear, or if components or accessories are missing, then Harris at its sole judgment may reduce any credit agreed to prior to receipt of the Equipment.

11. Limited Warranty.

- a. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty will commence on the Date of Acceptance of the individual item of Equipment and Software and will terminate after 12 months. Written notice of any defects will be given to Harris upon discovery and Harris will promptly correct such defects by repair or replacement, at its option, without charge. Harris uses new and reconditioned parts to complete repairs and replacements under the terms of this warranty. Defective articles will not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris will determinate, in its sole discretion, existence and cause of the claimed defect. Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:
 - i. Acts of God.
 - ii. Physical impact, crash or foreign object damage.
 - iii. Improper installation, use, maintenance, storage, modification or alteration by the Customer or its Customer.

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- iv. The Customer's (or its customer's) operation of the Equipment delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
 - v. Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use.)
 - vi. Equipment or Software subjected to misuse, detrimental exposure or negligence.
- b. Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.
- c. For purposes of Harris' warranties for Equipment and Software media, a "defect" is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, misuse or lack of care in operation, maintenance or handling. Customer's written notice of the defect must include a description of the defect with detailed information reasonably sufficient for Harris to identify the defect and determine its probable cause. Components or parts that Customer claims to be defective must be available to Harris for inspection and testing. Customer may not return defective Equipment, components or parts without first obtaining an RMA and instructions from Harris. Customer is solely responsible for U.S. Customs and Border Protection clearance or permissions for all replacement parts.
- d. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD IN THE CASE OF SOFTWARE. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- e. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE. IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLIGENCE, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.
- f. THIS WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE WILL INCREASE OR EXTEND ANY HARRIS WARRANTY.
12. **Repairs.** To repair any Wireless products Equipment after the 12-month warranty has expired, Customer may call 1-800-358-5297 to obtain an RMA number and a quote for the estimated cost for repair.

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- a. **Repair Policy.** To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out-of-warranty repairs apply to any Equipment and/or Software whose standard 12-month warranty has expired, no Maintenance Agreement has been purchased and paid for, and/or any Equipment and/or Software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 11.a above. Equipment and/or Software should not be returned to the Harris' factory without an RMA. Call 1-800-358-5297 to obtain an RMA number.
- b. **Support Policy.** Harris provides free help desk support throughout the warranty period and Maintenance Agreement of purchased Equipment and/or Software. Technical support is available Monday through Friday, during normal business hours (Eastern Time) excluding holidays, via the help desk support center at 1-800-358-5297.

13. Software License.

- a. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment will be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly agreed to by the parties in writing.
- b. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.
- c. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title or rights to the Software. All rights in patents, copyrights and trade secrets in relation to the Software will continue to be vested in Harris or its licensor.
- d. Customer will keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and having such individuals agree in writing to the obligations contained herein. In addition, Customer will employ its best efforts to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and will treat the Software with the same care as its own confidential information.
- e. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly agreed to by the parties in writing.
- f. Customer acknowledges that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor will be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it will not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.

14. Availability Discontinued/Last Time Buy. Harris makes no representation about the continued availability of the Equipment and Software. Harris reserves the right, in its sole discretion, with or

without notice, without incurring any liability to Customer or otherwise whether in contract or tort, to discontinue manufacturing or selling any Equipment and Software at any time or from time to time. Harris may within its sole discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within 30 days of Customer's receipt of notice from Harris. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of 90 days after notice to Customer that the Software has been discontinued.

15. Intellectual Property Indemnification.

- a. In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it will, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation will be effective only if Customer will have made all payments then due and if Harris is notified promptly of said allegation in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris will pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that the Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris will at its sole option and its own expense, either:
 - i. Procure for Customer the right to continue using the Equipment;
 - ii. Replace it with a substantially equivalent non-infringing equipment;
 - iii. Modify it so it becomes non-infringing but substantially equivalent; or
 - iv. If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.
- b. The foregoing indemnity does not apply to the following:
 - i. Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer;
 - ii. Infringement resulting from changes or modifications made to or from the Equipment by the Customer;
 - iii. Any settlements of a claim, suit, or proceeding made without Harris' written consent; and
 - iv. Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.
- c. The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.
- d. In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer will, to the fullest extent permitted by applicable law, defend and hold Harris harmless to the same extent and subject to the same requirements as set forth in (a) and (b) above. Should the Customer be the United States Government, the Customer agrees to incorporate FAR 52.227-1, Authorization and Consent, in any Purchase Order or Contract.

16. Technical Data and Inventions.

- a. Unless specifically agreed to by Harris and expressly identified and priced in the Agreement as a separate item or items to be delivered by Harris, the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design, process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.
- b. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.
- c. Customer will not violate Harris' copyright of documents or Software or disclose Harris' confidential or proprietary data to others without Harris' written permission.
- d. All Inventions are and shall at all times remain Harris's confidential or proprietary information. All rights, title and interest in and to the Inventions, including all intellectual property rights, remain vested in Harris, its suppliers or licensors, subject only to the license grant below. "Inventions" shall mean and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or source code), programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) included in or resulting from the work contemplated hereunder, that are conceived, designed, practiced, prepared, produced or developed by Harris or any of its personnel during the course of performance of any Work.

17. Excusable Delay.

- a. Harris will be excused from performance under the Agreement and will not be liable to Customer for delay in performance attributable, in whole or in part, to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- b. In the event of an excusable delay, Harris will make commercially reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

- 18. Termination.** Either party may terminate this Agreement if the other party defaults in a material respect under this Agreement and fails to cure such default within thirty (30) days after receiving written notice from the other party of such default. If Harris terminates this Agreement based on the Customer's breach, then Harris will be entitled to damages, including any lost profits Harris would have realized, had Harris been permitted to perform in accordance with the Agreement. Customer

also will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

19. Export and Re-Export Restrictions.

- a. Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer will, to the fullest extent permitted by applicable law defend and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section 19. The Customer will supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.
 - b. To the extent any technical data is exchanged between the parties, the receiving party represents and warrants that no technical data furnished to it by the disclosing party shall be disclosed to any foreign nation, firm, or country, including foreign nationals, employed by or associated with the receiving party, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. The receiving party shall first obtain the written consent of the disclosing party prior to submitting any request for authority to export any such technical data. The receiving party will, to the fullest extent permitted by applicable law defend and hold the disclosing party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the receiving party to comply with this Section 19 or with the ITAR and EAR.
 - c. Harris will not provide, or be responsible for obtaining any U.S. Government export licenses/approvals to provide any technical information, data or technical services to Customer or Customer's representatives, consultants or agents who are "foreign persons" as defined in the ITAR. Customer has the sole responsibility for obtaining necessary U.S. Government export licenses/approvals for any transfer of Equipment, Software or Services to Customer hereunder to Customer's representatives, consultants or agents who are such "foreign persons." Further, Harris will not be responsible for late delivery, delay or nonperformance under this Agreement due to the U.S. Government's delay or denial of any license that is Customer's responsibility to obtain.
20. **Compliance with Waste Recycling Laws.** Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under applicable environmental laws or regulations as defined herein. The Customer will be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with such Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the European Union Directive on Waste Electrical Equipment and will include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer will to the fullest extent permitted by applicable law defend and hold Harris harmless against all expenses, costs,

claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer will provide Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and/or the Environmental Laws.

21. **Limitation of Liability.** NOT WITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT WILL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION WILL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HOLD HARMLESS HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.
22. **Applicable Law, Venue, and Jurisdiction.** The Agreement, and any disputes related thereto, will be governed by and interpreted in accordance with the laws of the State of Florida, USA, without regard to conflict of law principles. The parties specifically exclude the application of the United Nations' Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement will be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement will be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.
23. **Jury Waiver.** Customer and Harris further agree, to the extent permitted by law, to waive all rights to a trial by jury of any action relating to the dispute or interpretation of the agreement, whether sounding in contract, tort, or otherwise. The parties specifically acknowledge that this waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms and that such waiver is material consideration for the sale and purchase contemplated hereby.
24. **Assumption of Risk.** Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion will be the basis of that party's decision to enter into the Agreement.
25. **Reliance on Counsel and Other Advisors.** Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement will not be construed against either party as the drafter.

26. **Compliance with Applicable Laws.** Customer warrants that Customer will comply with any and all applicable U.S. federal, state and local laws, and will operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and will promptly act to correct any noncompliance once identified.

27. **General Provisions.**

- a. **Publicity.** Neither party will, without the prior written consent of the other party: (a) issue any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.
- b. **Disputes.** The parties will to the fullest extent practical resolve disputes through collaborative procedures. To that end, any and all disputes between the parties will be quickly addressed to prevent such disputes from causing contractual or performance problems.
- c. **Assignment.** Customer will not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.
- d. **Enforceability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect.
- e. **No Waiver.** Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.
- f. **Headings.** Headings in this Agreement are provided for the convenience only and do not affect this Agreement's construction or interpretation.
- g. **Orders Issued under Government Prime or Subcontracts.** In the event this Agreement relates to a U.S. federal government prime contract or subcontract, nothing contained in this Agreement will be construed to authorize the waiver of any provision of law as prescribed in Federal Acquisition Regulation (FAR) Part 12, or terms as set forth in the current version of FAR 52.244-6, Subcontracts for Commercial Items, if applicable.
- h. **Notices.** All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, Mail Stop: R5/11A, Melbourne, FL 32902, Attention: Contracts Manager, or email to wpg@harris.com.
- i. **English Language.** The parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and will be drawn up in English only.
- j. **GSA.** All purchase orders issued under the General Services Administration (GSA) Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other terms and conditions provided.

k. **Survivability.** The following provisions shall survive the completion or termination of this Agreement: Section 3 (Restricted Use), Section 11 (Limited Warranty), Section 13 (Software License), Section 15 (Intellectual Property Indemnification), Section 19 (Export and Re-export Restrictions), Section 21 (Limitation of Liability), Section 22 (Applicable Law, Venue and Jurisdiction), Section 23 (Jury Waiver), and Section 27 (General Provisions).

28. **Entire Agreement.** The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

Harris GCSD

Customer

Signature

Signature

Name

Name

Title

Title

Date

Date

COPY

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
Bureau of Contracts, Floor 11-1
110 State Street
Albany, New York 12236

APPROVED DOCUMENT TRANSMITTAL

Date: _____

Agency Code 01060

Contract No.: 0001344

Purchase Order _____

TO: NYSP

- Enclosed is an approved contract. Refer to this contract number and agency code in all correspondence.
- Enclosed is an approved Amendment No./Change Order No. _____ in the amount of \$ _____
- Extension is approved to _____ Amount if applicable \$ _____
- Enclosed is an approved purchase order. Refer to this purchase order number and agency code in all correspondence.
- Enclosed is an approved purchase order change notice in the amount of \$ _____
- _____

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**NEW YORK STATE POLICE
MAINTENANCE AND PROCUREMENT CONTRACT
C001344**

This Maintenance and Procurement Contract C001344 ("Contract") is made as of the 1st day of April, 2010, between the NEW YORK STATE DIVISION OF STATE POLICE, having its principal address at Building 22, 1220 Washington Avenue, Albany, New York 12226-2252 (hereinafter referred to as "STATE") and the HARRIS CORPORATION, acting by and through its RF Communications Division, having its principal address at 1680 University Avenue, Rochester New York 14610 (hereinafter referred to as "CONTRACTOR").

WHEREAS the "STATE" requested a quotation for the procurement and maintenance of "STATE" radio infrastructure and user equipment from the single source, the "CONTRACTOR", and

WHEREAS the "CONTRACTOR" submitted a proposal in compliance with the "STATE" requirements and, due to the type of service, the "CONTRACTOR" was the only possible supplier entitled to be awarded the Contract.

NOW THEREFORE, it is hereby agreed between the parties as follows:

This Contract shall begin on April 1, 2010 (the "Effective Date") and remain in effect for five years. After the initial five year term, the Contract may be renewed for two (2) additional one (1) year terms upon mutual written agreement by the "CONTRACTOR" and the "STATE", subject to the approval of the New York State Attorney General and State Comptroller.

The "STATE" shall hold in its name all licenses, frequencies, and other authorizations which it now holds or shall acquire in the future from the Federal Communications Commission in connection with its radio communication system and shall have full control and responsibility for the physical operation of the radio system and the information transmitted over it.

Appendix "A" and Attachments A through H attached hereto (also known as Parts A – H), are hereby expressly made a part of this agreement as if fully set forth at length herein.

In the event of conflicting terms or conditions between Appendix "A", the Contract, and the "CONTRACTOR'S" proposal, the terms and conditions outlined in each shall take precedence in the following order: Appendix "A", the Contract, the "CONTRACTOR's" proposal.

The "STATE" shall have the right to terminate this Contract early, as provided below, for (i) convenience, or (ii) cause.

(i) Termination for Convenience: By written notice from the "STATE" to the "CONTRACTOR", this Contract may be terminated at any time by the "STATE" for convenience upon sixty (60) days written notice or other agreed to period without penalty or early termination charges due. Such termination of the Contract shall not affect any equipment or service order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this Paragraph, the "STATE" shall remain liable for all accrued unpaid charges incurred through the date of termination. "CONTRACTOR" shall use due diligence to provide any outstanding deliverables.

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(ii) Termination For Cause: If a material breach occurs and remains uncured for more than thirty (30) days or other agreed to period after written notice is provided by the "STATE" to the "CONTRACTOR", the Contract may be terminated by the "STATE" at the CONTRACTOR's expense where "CONTRACTOR" becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination that "CONTRACTOR" is non-responsible. Such termination shall be upon written notice to the "CONTRACTOR". In such event, the "STATE" may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach. If a breach is in the process of being cured and the total solution exceeds thirty (30) days, the "STATE" can agree to provide additional time for the cure to be completed.

1. Control and Access – The "STATE" shall have exclusive control of the operation of the radio system and all data transmitted over the system. The "STATE" shall have unrestricted access to all equipment acquired by the "STATE" from the "CONTRACTOR" under this Contract and the "CONTRACTOR" shall provide and the "STATE" shall have in its possession copies of all keys that the "CONTRACTOR" has to all secure enclosures containing the "STATE's" radio equipment.

2. Non-Recurring Installs, Transfers and Removals - The fiscal year 2010-2011 rates for Non-Recurring Installs, Transfers and Removals delineated in Part A shall remain in effect for three years from the Effective Date of this Contract until March 31, 2013.

The non-recurring installs, transfers and removal rates for Fiscal Year 2010 – 2011 will be determined by the percentage increase of the average hourly earnings of production and nonsupervisory employees, Calendar year 2009 vs. Calendar 2008, as reported by the Federal Bureau of Labor Statistics, Monthly Labor Review (the "One Year Earnings Percentage") and multiplying the One Year Earnings Percentage increase by the non-recurring installs, transfers and removal rates in Part A for Fiscal Year 2009-2010.

2.1 2013 – 2014 Fiscal Year Rates. Upon written notice from "CONTRACTOR" to the "STATE," provided at least 30 days prior to the end of the 2012-2013 fiscal year, Non-Recurring Installs, Transfers and Removal rates may be increased for the 2013-2014 fiscal year at "CONTRACTOR's" request by utilizing the methodology set forth below. The fiscal year 2013-2014 rates shall remain in effect for two years from April 1, 2013 until March 31, 2015.

The non-recurring installs, transfers and removal rates for Fiscal Year 2013 – 2014 will be determined by the percentage increase of the average hourly earnings of production and nonsupervisory employees, Calendar year 2012 vs. Calendar 2009, as reported by the Federal Bureau of Labor Statistics, Monthly Labor Review (the "Three Years Earnings Percentage") and multiplying the Three Years Earnings Percentage increase by the non-recurring installs, transfers and removal rates in Part A for Fiscal Year 2010-2011.

2.2 2015 – 2016 Fiscal Year Rates. Upon written notice from "CONTRACTOR" to the "STATE," provided at least 30 days prior to the end of the 2014-2015 fiscal year, Non-Recurring Installs, Transfers and Removal rates may be increased for the 2015-2016 fiscal year at "CONTRACTOR's" request by utilizing the methodology set forth below. The fiscal year 2015-2016 rates shall remain in effect for two years from April 1, 2015 until March 31, 2017.

The non-recurring installs, transfers and removal rates for Fiscal Year 2015 – 2016 will be determined by taking the percentage increase of the average hourly earnings of production and nonsupervisory employees for Calendar year 2014 vs. Calendar year 2012, as reported by the Federal Bureau of Labor Statistics, Monthly Labor Review (the "Two Years Earnings Percentage") and multiplying the Two Years

Earnings Percentage increase by the non-recurring installs, transfers and removal rates in Part A for Fiscal Year 2013-2014.

2.3 Maximum Increase. At no time will the cost increase during any fiscal year for the Non-Recurring Installs, Transfers and Removals rates exceed five (5) per cent.

3. Non-Recurring Maintenance on equipment will be provided as delineated in Part B. Charges for non-recurring maintenance shall be calculated by adding to the "CONTRACTOR's" Authorized Service Shop invoice a 25% administrative charge.

4. Recurring Maintenance on fixed infrastructure equipment will be provided as delineated in Part C. The prices for Recurring Maintenance on fixed infrastructure equipment delineated in Part C shall remain in effect for one year from the Effective Date of this Contract. The total Part C amount shall be revised on a monthly basis as items of equipment are added to or removed from Part C as authorized by the "STATE". The list of fixed infrastructure equipment delineated in Part C shall be reconciled by "CONTRACTOR" quarterly and the quarterly reconciliation shall be mutually agreed upon by the "STATE" and "CONTRACTOR". Upon written notice from "CONTRACTOR" to the "STATE" 30 days prior to the end of the first Contract year and 30 days prior to the end of each contract year thereafter, prices for Recurring Maintenance on fixed infrastructure equipment may be increased at "CONTRACTOR's" request by utilizing the following methodology:

The Fiscal Year 2010 - 2011 recurring maintenance rates will be determined by taking the percentage increase of the average hourly earnings of production and nonsupervisory employees Calendar Year 2009 vs. Calendar Year 2008, as reported by the Federal Bureau of Labor Statistics, Monthly Labor Review (the "Earnings Percentage") and multiplying the Earnings Percentage increase by the rates for recurring maintenance on fixed infrastructure equipment for Fiscal Year 2009-2010. The Earnings percentage increase calculated and used for each contract year thereafter (using the preceding procedure with the applicable data for the changing years) will be built each year into the rates in the fixed infrastructure recurring maintenance schedule. At no time will the cost increase during any one fiscal year exceed five (5) per cent.

5. Non-Recurring Sales will be provided as delineated in Part D. Purchases of items listed in the "CONTRACTOR" catalog shall be offered to the "STATE" at a price equal to: (i) the catalog list price minus an applied discount of thirty percent (30%) for all items manufactured by the "CONTRACTOR"; (ii) the catalog list price minus an applied discount of ten percent (10%) for all vendor items coded 'V' and listed in the "CONTRACTOR" catalog. Non-catalog vendor items shall be offered for purchase to the "STATE" at a price equal to the cost to the "CONTRACTOR" plus a 25% markup.

6. Order Log "CONTRACTOR" shall supply on a monthly basis to the "STATE" an order log, in Excel or other format mutually agreed upon in writing by the "STATE" and "CONTRACTOR", which provides a list of all non-recurring sales during the billing month and each preceding month during the current Contract fiscal year period (from April 1st through March 31st).

7. Warranty - "CONTRACTOR" will provide its standard commercial manufacturer's warranty for the applicable equipment model on all equipment purchased by the "STATE" from "CONTRACTOR" under this Contract.

8. Maintenance - The "STATE" is contracting for "break and repair" maintenance services on all fixed infrastructure equipment listed in Part C as provided for in this clause of the Contract. All requests for "break and repair" fixed infrastructure equipment maintenance shall be handled according to the following

requirements. Failure of the "CONTRACTOR" or its Authorized Service Centers to meet the terms of this clause will result in forfeiture of 50% of the customary monthly maintenance charge for the related service call in question. "CONTRACTOR" or its Authorized Service Shops shall provide and maintain a twenty-four hour, seven day per week contact number or answering service. Contact information shall be made available to Division Headquarters Communications and each Troop Communications section.

8.1 Base Stations, Voting Bridges, Consoles and Associated Equipment: Within four hours of notification of an outage, a service agent authorized by "CONTRACTOR" shall dispatch a technician to perform the necessary repairs and restore the equipment to its normal operating condition. If the necessary repair can not be completed within four hours of the authorized service technician's arrival, notification must be made to the Troop Communications section and an estimate provided of when the repair will be completed. The "CONTRACTOR" authorized service agent will be the first called in the event of a radio network outage. It will be the responsibility of the "CONTRACTOR" authorized service agent to determine whether the "CONTRACTOR" supplied equipment is properly working prior to contacting a vendor responsible for other equipment interfaced with the radio network.

8.2 Requests for Demand Service on Equipment Not Covered by Part C Maintenance: All requests for demand service on equipment not covered by **Part C** maintenance are subject to availability of "CONTRACTOR" authorized service agent technicians. Charges for demand service shall be invoiced by the authorized service agent through the "CONTRACTOR". At no time shall an invoice be presented to the "STATE" for payment for demand services unless the demand services are specifically requested by the "STATE". "CONTRACTOR" shall consolidate all invoices received on a monthly basis and cause them to be an addition to the monthly billing and reflected in **Part B**. While not bound to a response time, it is expected that due to the critical nature of the mission of the "STATE" that every reasonable effort will be made to accommodate requests for demand service. Upon completion of demand service, an agent of the "STATE", if available or accessible, will sign a completed work order authorizing the service and charges.

8.3 Requests for Installs, Transfers and Removals: Installations, transfer and removal of equipment is subject to Contract pricing, therefore, it is expected that every reasonable effort will be made to respond in a timely manner to a request for these services. The invoice provided by the "CONTRACTOR" authorized service agent will include a CB-5 Control Number authorizing the work to be performed. This number shall serve as a tracking number for the "STATE" and can be utilized by the "CONTRACTOR" as a billing reference number.

9. Preventive Maintenance Procedures - The "CONTRACTOR" has provided detailed written descriptions of the specific preventive maintenance procedures that the "CONTRACTOR" will provide for fixed infrastructure equipment listed in **Part C**. These procedures are listed in sections 10, 11 & 12 of this Contract. The maintenance procedures:

A. Are based on the type or class of fixed equipment for which the "STATE" pays monthly maintenance fees.

B. Include detailed tasks and the frequency of those tasks (e.g., annually and semi annually) that the "CONTRACTOR" or its Authorized Service Centers, will perform on the fixed infrastructure equipment.

C. Identify the location of each piece of fixed infrastructure equipment where the "CONTRACTOR" will provide the preventive maintenance.

10. Preventive Maintenance Program - Semiannual Preventive Maintenance Guidelines for Voters, Audio Bridges, and Base Stations

- A. Before performing preventive maintenance checks on the "STATE" Voter Bridge Racks, the service routines on all associated base stations detailed in the applicable "CONTRACTOR" technical manuals should be completed.
- B. For the Voter shelves specifically, alignment shall be as indicated in the "CONTRACTOR" technical manual (Voter Bridge Rack) including the Maintenance Procedures as specified in Section 10.C below.
- C. Audio levels at the input to the voter bridge racks will be specific to the Troop location and the method of connection to and from the remote locations. The levels may be amended at any time as instructed by the State Police radio engineer or his representative. The levels should appear as follows:
1. Newer conditioned (FDDA) tie lines: Rx Audio= -16dbm, Vote Tone= -16dbm
 2. Older "RT" tie lines Rx Audio= -10dbm, Vote Tone= -10dbm
 3. Troop "C" microwave Rx Audio= -10dbm, Vote Tone= -10dbm
 4. Receive audio from remote consoles should follow the same guidelines as above
 5. Local console inputs will be at levels indicated for console alignment.
- D. If the measured levels at the input to the voter bridge rack are correct and result in correct levels appearing at the console, no further action will be required. If the levels appearing at the console are not correct or the console audio response is unfavorable, refer to and perform the detailed audio bridge alignment as outlined in the technical manual sent with each unit and included in the Maintenance Procedures.
- E. The data sheet, **Part E**, will be filled out at the time the preventive maintenance is performed on Base Station Transmitters and Receivers.

11. Preventive Maintenance Program – Semiannual Preventive Maintenance Guidelines for NYSP Dispatch Consoles – The "CONTRACTOR" shall follow the procedures outlined in the applicable manufacturer's technical manual included in the Maintenance Procedures and shall check and set, if necessary, the following parameters:

- A. High Level Guard Tone (Securitone) for +10 dbm
- B. Low Level Guard Tone (Securitone) for -20dbm
- C. Function Tone for 0 dbm
- D. Console Alert Tone for 0 dbm
- E. Microphone levels should be set with voice peaks as close to 0 dbm as possible while keeping background noise to an acceptable level as noted by field units.
- F. Set channel receive levels per the maintenance manual. Minor allowances may be made for path anomalies such as microwave or tie line noise.
- G. Minimum volume levels on the Select and Unselect speakers shall be set as such to levels to ensure that emergency traffic will ALWAYS be audible to dispatch personnel.

12. Preventive Maintenance Program – Semiannual Preventive Maintenance Guidelines for NYSP Microwave Radios – Microwave system features to be checked by "CONTRACTOR" include:

- A. Base Stations, Audio Bridge, and Console alignments should be performed to provide a method of verifying multiplex channel levels.
- B. Power supplies/float chargers should set <27.0 VDC and >27.2 VDC.
- C. Measure and record the following:
 - 1. Transmitter power
 - 2. Transmitter frequency
 - 3. Receiver signal strength
 - 4. Noise floor of the system (baseband)
- D. Verify the integrity of the "hot standby" capability and note any discrepancies
- E. Verify functionality of the microwave alarm system unit at each site for COS indication and analog accuracy

13. NYC Metro-21 EDACS Maintenance Service Description

A. Overview - A detailed list of all the New York City (NYC) Metro 21 EDACS, microwave and ancillary fixed infrastructure and site equipment (the "Metro 21 Equipment") has been prepared and submitted to the "STATE" for review and approval (Ref. NYSP Audit Final 1-2zip and NYSP Audit Final 2-2zip). Those items of the EDACS Metro 21 Equipment that are covered under the maintenance provisions of this Contract have been included in **Part C** and are labeled as "Legacy Equipment".

B. Preventive Maintenance Procedures

"CONTRACTOR" or its designated Authorized Service Agent shall provide maintenance services for the Metro-21 Sub System as set forth below:

1. Support Services

"CONTRACTOR" or its designated Authorized Service Agent shall provide support services for the Metro-21 equipment as discussed below:

- (a) 24 hour per day, seven day per week, 365 day per year response to requests for infrastructure support and maintenance.
- (b) Monitor system alarms through daily alarm checks (may be dial in) and respond to any alarms noted.
- (c) Perform a semi-annual Metro 21 EDACS Equipment preventive maintenance check in accordance with the preventive maintenance procedures detailed in the applicable "CONTRACTOR" technical manuals and in accordance with the preventive maintenance check list presented in **Part F** – Metro 21 EDACS Control Point Preventive Maintenance Data Sheet and **Part G** – Metro 21 EDACS Site Preventive Maintenance Data Sheet. The result of each Metro 21 Equipment preventive maintenance check shall be reported to the "STATE" no later than 30 days following completion of the preventive maintenance.

2. Repair Services

Repair services and response times for the Metro 21 Equipment shall be in accordance with the following specifications:

(a) Metro 21 Fixed Equipment is defined as all fixed equipment at the following Metro 21 locations: Co-Op, Todt Hill, Isabella, Wards Island, Chrysler, Boyland and Creedmore and is specifically identified in Part C.

(b) The response times for the Metro 21 Fixed Equipment depend on the criticality of the event. Table 1 below specifies the response times for the Metro 21 Fixed Equipment.

Table 1
Response Time for Metro 21 Fixed Equipment Events

Service Severity	Example of Situation	Time to Respond
Level 1 – Catastrophic	Total loss of communications Equipment in by pass mode	On site in 2 hours after receipt of report
Level 2 – Major Outage	Loss of 25% or more equipment of any sub-system (but no loss of communications)	On site in 2 hours after receipt of report
Level 3 – System Impaired	Loss of less than 25% of any sub-system equipment Optimization issue Site functioning on UPS backup power	On site in 4 hours after receipt of report
Level 4 – Routine Work	Intermittent problems Scheduled maintenance Scheduled upgrade	Respond within 2 days after receipt of intermittent problem report

14. **Preventive Maintenance Procedures Coordination** - “CONTRACTOR” hereby acknowledges that it is responsible for initiating the coordination to perform the preventive maintenance procedures with respect to the fixed infrastructure equipment with the Communications Supervisor assigned to each Division of State Police Troop.

15. **Electronic Scheduling**

A. “CONTRACTOR” has created and will maintain an electronic preventive maintenance schedule, in the format shown in Part H, for each piece of the fixed infrastructure equipment. Such preventive maintenance schedule shall set forth the dates, as mutually agreed upon by the “CONTRACTOR” and the “STATE”, that each piece of the fixed infrastructure equipment will undergo preventive maintenance within each of the “STATE’S” fiscal years (April 1 to March 31).

B. “CONTRACTOR” shall provide such preventive maintenance schedule to the “STATE” and the “STATE” will distribute the preventive maintenance schedule to the Division’s Radio Unit Supervisor and each Troop Communications Supervisor (hereinafter, “Radio Communications Managers”) no later than 60 days prior to the beginning of each fiscal year. It is understood and agreed that the preventive maintenance schedule for the “STATE” is subject to change based upon operational needs that may affect access to, and relocation of, the fixed infrastructure equipment. Such changes will be mutually agreed upon and the preventive maintenance schedule updated accordingly to reflect such changes.

16. **Maintenance Scheduling Difficulties** - "CONTRACTOR" shall report in writing (including electronic e-mail) any difficulty with scheduling equipment for preventive maintenance, or providing such preventive maintenance, to the Division's Radio Unit Supervisor.

17. **Preventative Maintenance Reporting** - "CONTRACTOR" shall provide the following reports to the "STATE":

A. Monthly reports (in an electronic format as mutually agreed upon by "CONTRACTOR" and the "STATE") of the record(s) which document the specific preventive maintenance procedures performed on the fixed infrastructure equipment and the date such procedures were performed.

B. Quarterly reports of the percentage of scheduled equipment, detailed by category of the fixed infrastructure equipment, which has received preventive maintenance during the fiscal year.

18. **Contract Payments** - Contractor shall provide complete and accurate billing invoices to the "STATE" in order to receive payment. Billing invoices submitted to the "STATE" must contain all information and supporting documentation required by the Contract, the "STATE", and the State Comptroller. Payment for invoices submitted by the "CONTRACTOR" shall only be rendered electronically unless payment by paper check is expressly authorized by the Superintendent of New York State Police, in the Superintendent's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The "CONTRACTOR" shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. "CONTRACTOR" acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Superintendent of State Police has expressly authorized payment by paper check as set forth above.

19. **Refund** - "CONTRACTOR" shall issue a credit on its monthly invoice to refund to the "STATE", within 30 days of the end of each "STATE" fiscal year, any monthly maintenance fees the "CONTRACTOR" received in a "STATE" fiscal year for each piece of the fixed infrastructure equipment for which the "CONTRACTOR" has not performed preventive maintenance during the fiscal year.

A. The above provision does not apply to instances where the "CONTRACTOR" made reasonable attempts (i.e. 2 documented attempts) to schedule and/or provide the required preventive maintenance, but the "STATE" representatives did not make the fixed infrastructure equipment available for such maintenance, and the "CONTRACTOR" previously reported these difficulties in writing to the "STATE" as outlined in Paragraph 16 above. The "CONTRACTOR" agrees to maintain records to support its attempts to provide preventive maintenance which went unanswered by the "STATE".

20. **Failure to Perform** - To the extent that the "CONTRACTOR" fails to comply with the provisions of Sections 14, 15 & 16 of this Contract, as set forth herein, the "STATE" shall provide written notice to the CONTRACTOR of such failure together with detailed information and a 30 day period to correct such failures and, if the failure is not corrected during the 30 day period, thereafter the "STATE" may withhold the monthly maintenance payments for the specific equipment listed in the 30 day notice letter until such time as the CONTRACTOR complies with all such terms and conditions.

21. **Notices** Notices and other communications between the Parties shall be transmitted in writing by either certified mail or overnight express delivery, return receipt requested in each case, to the Parties at

the addresses set forth above and shall be deemed effective upon receipt by the receiving party. Either Party may change its address by giving notice in writing thereof to the other Party. Copies of all "CONTRACTOR" notices shall be provided to Harris Corporation, 221 Jefferson Ridge Parkway, Lynchburg, VA 24501, Attn: Contracts.

22. General Provisions

A. "CONTRACTOR" shall exercise its best efforts in performing the described services and the "STATE" agrees that "CONTRACTOR" does not assume responsibility for delays or failure in furnishing equipment, parts or service due to any cause beyond its reasonable control. In strike situations, "CONTRACTOR" will use its best efforts to provide continuity of communications service even to the extent of using supervisory personnel.

B. In the event of major emergencies such as manhunt, riots, lost persons, other civil disturbances or natural disasters which require the "STATE" presence and equipment, all requests for service, including demand service on equipment not covered by Part C maintenance, shall be designated as "major emergencies" by the "STATE" and shall be responded to by the "CONTRACTOR" within two hours until such time as the major emergency ends and the causative situation is returned to normal.

C. "CONTRACTOR" shall not be liable for costs incurred for repair and/or replacement of equipment that fails or becomes inoperative due to negligence on the part of the user, liquid intrusion, lightning damage, user installations, user removals and/or acts of God, acts of terrorism or work performed by third parties not authorized by "CONTRACTOR". "CONTRACTOR" shall not be liable for costs incurred for correcting, replacing or repairing equipment damaged and/or data corruption induced and/or caused by 3rd party personnel or other equipment / systems not provided by "CONTRACTOR".

D. "CONTRACTOR" will utilize commercially reasonable efforts to assure third party spare parts and equipment availability to support its maintenance obligations under this Contract. "CONTRACTOR" shall not be liable to the "STATE" for third party spare part and equipment obsolescence or unavailability under this Contract beyond commercially reasonable efforts.

E. "CONTRACTOR" shall maintain records of its equipment provided and services performed under this Contract for a period of six (6) calendar years after the calendar year of performance.

F. 1. CONTRACTOR's liability for any claim, loss or liability arising out of, or connected with the products and services provided under this Contract, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the applicable order for the products and services, or parts thereof forming the basis of the STATE's claim (said amount not to exceed a total of twelve (12) months charges payable under the applicable order); or (ii) one million dollars (\$1,000,000), whichever is greater.

2. The "STATE" may retain such monies from any amount due "CONTRACTOR" as may be necessary to satisfy any claim for damages, costs and the like asserted against the "STATE" unless "CONTRACTOR" at the time of the presentation of claim shall demonstrate to the STATE's satisfaction that sufficient monies are set aside by the "CONTRACTOR" in the form of a bond or through insurance coverage to cover associated damages and other costs.

3. Notwithstanding the above, neither the "CONTRACTOR" nor the "STATE" shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such

performance, including, without limitation, damages resulting from loss of use or loss of profit by the "STATE", the "CONTRACTOR", or by others.

F. This Contract represents the entire understanding of the parties with respect to the subject matter hereof and this Contract supersedes and replaces all prior agreements and understandings, either oral or written, regarding the subject hereof.

H. This Contract cannot be amended, modified or any provisions waived orally. All amendments, modifications, or waiver of provisions must be in writing, signed by both parties, and approved by the Attorney General and Office of the State Comptroller.

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IN WITNESS WHEREOF, the parties have executed this Contract as of the dates shown below.

CONTRACTOR

AGENCY

HARRIS CORPORATION,
acting through its
RF Communications Division

NEW YORK STATE DIVISION OF STATE POLICE

By: Charles Shaughnessy *Approved*

By: [Signature]

Name: Charles Shaughnessy

Name: Stephen Vagianelis

Title: VP, LMR Products

Title: Asst. Director State Police
Fiscal Management

Dated 04/07/10

Dated 04/20/10

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLER'S SIGNATURE

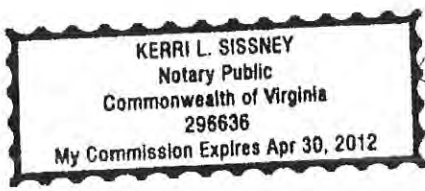
By: [Signature]
Name: _____
Title: _____
Dated: _____
**APPROVED AS TO FORM
NYS ATTORNEY GENERAL
MAY 24 2010
Peter Savetto
PETER FAVRETTO
ASSOCIATE ATTORNEY**

By: Charlotte & Breen
Name: _____
Title: _____
Dated: 6/5/10

STATE OF Virginia
CITY/COUNTY OF Lynchburg

On this 7th day of April, 2010, before me personally came

Charles Shaughnessy (name), to me known, who being duly sworn, did depose and say that he resides in Lynchburg, Virginia (city, state), that he is the VP of LMR Products (title) of Harris Corporation, the corporation described in and which executed the foregoing instrument and that he signed his name on behalf of said corporation.



[Signature]
Notary Public

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List of Appendices and Attachments

Appendix A	Standard Clauses for New York State Contracts
Attachment A -	Installs, Transfers, Removals, Part A
Attachment B -	Non-Recurring Maintenance, Part B
Attachment C -	Recurring Maintenance Rate Schedule, Part C
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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

COPY

June, 2006

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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June, 2006

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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Installs, Transfers Removals
Part A

Attachment A to
C001344

DESCRIPTION	PRICE	CODE
Install CAD/AVL		ICAVL
Removal CAD/AVL		RCAVL
Transfer CAD/AVL		TCAVL
CB Radio Install		CBI
CB Radio Removal		CBR
CB Radio Transfer		CBT
Concealed Install MOBILE		CI
Concealed Removal MOBILE		CR
Concealed Transfer MOBILE		CT
Concealed Voice Guard Install		CVGI
Concealed Voice Guard Transfer		CVGT
Dual Mobile Install		DI
Dual Mobile Removal		DR
Dual Mobile Transfer		DT
Dual Mobile-Not Side by Side		DTT
Handsfree Mic Install		MI
Handsfree Mic Removal		MR
Handsfree Mic Transfer		MT
Install MOBILE		I
Removal MOBILE		R
Transfer MOBILE		T
MOBILE Not Side by Side Transfer		TT
Programming-MOBILE		P
Re-Programming-MOBILE		RP
Scanner Install		SI
Scanner Removal		SR
Scanner Transfer		ST
Slide Tray Install		TRI
Slide Tray Removal		RS
Slide Tray Transfer		TS
Slide Tray Transfer-Not Side by Side		STT
Tracs Equipment Install		TI
Tracs Equipment Removal		TR
Tracs Transfer		TX
Tracs Transfer Not Side by Side		XTT
Voice Guard Install		VGI
Voice Guard Removal		VGR
Voice Guard Transfer		VGT
Vehicular Repeater Install		VPI
Vehicular Repeater Removal		VPR
Vehicular Repeater Transfer		VPT
License Plate Reader Install		LPRI
License Plate Reader Removal		LPRR
License Plate Reader Transfer		LPRT

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Recurring Maintenance Rate Schedule
Part C

LN#	REFERENCE # OR REQUISITION #	PROJECT/LOCATION	EQUIPMENT or OTHER PURPOSE	QTY	INITIAL \$ PERU MAINT.	PRIOR ESCAL. \$ PERU MAINT.	PRIOR TOTAL MAINT. W/ESCAL.	2010 MAINT. Escalation.* FACTOR	MAINT.* Escalation AMOUNT	CURRENT \$ PERU MAINT.	TOTAL MAINT. W/ESCAL.
1	A37017865008				\$ 81.43	\$ 83.81	\$ 1,144.39	2.8870%	\$ 2.33	\$ 86.14	\$ 665.15
2	A37017865363				\$ 150.00	\$ 201.25	\$ 1,144.39	2.8870%	\$ 6.81	\$ 207.06	\$ 207.06
3	A37017865362				\$ 148.50	\$ 195.34	\$ 1,144.39	2.8870%	\$ 6.84	\$ 200.88	\$ 200.88
4	A37017865301				\$ 125.00	\$ 164.43	\$ 1,144.39	2.8870%	\$ 4.75	\$ 168.18	\$ 3,552.90
5	A37017865355				\$ 125.00	\$ 167.00	\$ 1,144.39	2.8870%	\$ 25.64	\$ 192.64	\$ 913.58
6	A37017865405				\$ 182.25	\$ 134.70	\$ 1,144.39	2.8870%	\$ 30.71	\$ 1,278.49	\$ 1,378.40
7	A37017865406				\$ 540.00	\$ 710.35	\$ 1,144.39	2.8870%	\$ 20.51	\$ 730.86	\$ 730.86
8	A37017865416				\$ 1,103.00	\$ 144.83	\$ 1,144.39	2.8870%	\$ 4.18	\$ 149.01	\$ 149.01
9	SP Leiler 711000				\$ 2,400.00	\$ 3,157.13	\$ 1,144.39	2.8870%	\$ 81.15	\$ 3,248.28	\$ 3,248.28
10	A37017865680				\$ 1,620.00	\$ 2,131.09	\$ 1,144.39	2.8870%	\$ 61.52	\$ 2,192.58	\$ 2,192.58
11	A37017865465				\$ 400.00	\$ 526.19	\$ 1,144.39	2.8870%	\$ 15.19	\$ 541.37	\$ 541.37
12	A37017865437				\$ 336.00	\$ 477.59	\$ 1,144.39	2.8870%	\$ 5.13	\$ 482.71	\$ 482.71
13	A37017865437				\$ 336.00	\$ 477.59	\$ 1,144.39	2.8870%	\$ 5.13	\$ 482.71	\$ 482.71
14	A37017865438				\$ 336.00	\$ 477.59	\$ 1,144.39	2.8870%	\$ 5.13	\$ 482.71	\$ 482.71
15	SP Leiler 1040000				\$ 1,975.00	\$ 88.80	\$ 1,144.39	2.8870%	\$ 2.50	\$ 91.36	\$ 91.36
16	A37017865465				\$ 22,685	\$ 29.37	\$ 1,144.39	2.8870%	\$ 0.85	\$ 30.22	\$ 423.05
17	A37017865483				\$ 135.00	\$ 177.58	\$ 1,144.39	2.8870%	\$ 5.48	\$ 183.06	\$ 183.06
18	A37017865473				\$ 45.00	\$ 63.20	\$ 1,144.39	2.8870%	\$ 1.71	\$ 64.91	\$ 64.91
19	A37017865512				\$ 29.00	\$ 39.25	\$ 1,144.39	2.8870%	\$ 0.87	\$ 40.13	\$ 40.13
20	A37017865492				\$ 200.00	\$ 283.52	\$ 1,144.39	2.8870%	\$ 7.32	\$ 290.84	\$ 1,043.95
21	A37017865495				\$ 180.00	\$ 248.18	\$ 1,144.39	2.8870%	\$ 6.59	\$ 254.75	\$ 704.24
22	A37017865487				\$ 236.25	\$ 298.45	\$ 1,144.39	2.8870%	\$ 8.65	\$ 307.11	\$ 308.11
23	A37017865438				\$ 160.00	\$ 190.14	\$ 1,144.39	2.8870%	\$ 5.48	\$ 195.62	\$ 195.62
24	A37017865538				\$ 183.00	\$ 1,163.61	\$ 1,144.39	2.8870%	\$ 33.59	\$ 1,197.21	\$ 1,197.21
25	A37017865564				\$ 170.00	\$ 215.47	\$ 1,144.39	2.8870%	\$ 6.22	\$ 221.70	\$ 221.70
26	A37017865430				\$ 160.00	\$ 210.48	\$ 1,144.39	2.8870%	\$ 6.08	\$ 216.56	\$ 216.56
27	A37017865531				\$ 877.00	\$ 1,122.28	\$ 1,144.39	2.8870%	\$ 32.11	\$ 1,154.39	\$ 1,144.39
28	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
29	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
30	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
31	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
32	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
33	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
34	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
35	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
36	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
37	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
38	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
39	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
40	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
41	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
42	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
43	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
44	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
45	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
46	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
47	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
48	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
49	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
50	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
51	A37017865602				\$ 200.00	\$ 243.76	\$ 1,144.39	2.8870%	\$ 7.04	\$ 250.80	\$ 250.80
52	A3702025553				\$ 1,575.00	\$ 82.28	\$ 1,144.39	2.8870%	\$ 2.38	\$ 84.66	\$ 84.66
53	A3703535731				\$ 270.00	\$ 319.49	\$ 1,144.39	2.8870%	\$ 8.22	\$ 328.71	\$ 328.71
54	A37017865509				\$ 183.36	\$ 193.29	\$ 1,144.39	2.8870%	\$ 5.58	\$ 198.87	\$ 4,574.05
55	A37017865628				\$ 12,150	\$ 135.59	\$ 1,144.39	2.8870%	\$ 4.03	\$ 143.82	\$ 143.82
56	A3708565767				\$ 200.00	\$ 228.77	\$ 1,144.39	2.8870%	\$ 6.53	\$ 235.30	\$ 10,401.71
57	A3703635768				\$ 125.00	\$ 143.60	\$ 1,144.39	2.8870%	\$ 4.15	\$ 147.75	\$ 1,954.88
58	A3703635768				\$ 105.00	\$ 120.63	\$ 1,144.39	2.8870%	\$ 3.48	\$ 124.11	\$ 466.43
59	A3703535768				\$ 200.00	\$ 228.77	\$ 1,144.39	2.8870%	\$ 6.53	\$ 235.30	\$ 4,72.81
60	A37017864843				\$ 1,755.00	\$ 201.62	\$ 1,144.39	2.8870%	\$ 5.83	\$ 207.44	\$ 622.32

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Recurring Maintenance Rate Schedule
Part C

LINE#	REFERENCE # OR REQUISITION #	PROJECT/LOCATION	EQUIPMENT or OTHER PURPOSE	QTY	INITIAL \$ PERU MAINT.	PRIOR ESCAL. \$ PERU MAINT.	PRIOR TOTAL MAINT. W/ESCAL.	2010 MAINT. Escalation.* FACTOR	MAINT.* Escalation. AMOUNT	CURRENT \$ PERU MAINT.	TOTAL MAINT. W/ESCAL.
61	A37017865246				\$ 270.00	\$ 310.10	\$ 310.10	2.6670%	\$ 8.85	\$ 318.95	\$ 318.95
62	A37017865166				\$ 203.25	\$ 302.43	\$ 302.43	2.6670%	\$ 8.73	\$ 311.16	\$ 311.16
63	A37017864888				\$ 202.50	\$ 232.65	\$ 232.65	2.6670%	\$ 6.72	\$ 239.37	\$ 239.37
64	A37017865283				\$ 132.00	\$ 155.10	\$ 155.10	2.6670%	\$ 4.49	\$ 159.59	\$ 159.59
65	A37017865061				\$ 85.00	\$ 97.71	\$ 97.71	2.6670%	\$ 2.62	\$ 100.33	\$ 100.33
66	A37017865153				\$ 60.00	\$ 67.45	\$ 67.45	2.6670%	\$ 1.63	\$ 69.08	\$ 69.08
67	A34017864944				\$ 47.25	\$ 54.20	\$ 54.20	2.6670%	\$ 1.57	\$ 55.77	\$ 55.77
68	A34017864944				\$ 47.25	\$ 54.20	\$ 54.20	2.6670%	\$ 1.57	\$ 55.77	\$ 55.77
69	A34017864944				\$ 47.25	\$ 54.20	\$ 54.20	2.6670%	\$ 1.57	\$ 55.77	\$ 55.77
70	A34017864944				\$ 47.25	\$ 54.20	\$ 54.20	2.6670%	\$ 1.57	\$ 55.77	\$ 55.77
71	A34017864944				\$ 47.25	\$ 54.20	\$ 54.20	2.6670%	\$ 1.57	\$ 55.77	\$ 55.77
72	A37017865241				\$ 38.75	\$ 38.77	\$ 38.77	2.6670%	\$ 1.12	\$ 39.89	\$ 39.89
73	NYCOMCO Equip				\$ 27.50	\$ 27.50	\$ 27.50	2.6670%	\$ 0.78	\$ 28.28	\$ 28.28
74	A3703535910				\$ 190.00	\$ 179.00	\$ 179.00	2.6670%	\$ 5.19	\$ 184.19	\$ 184.19
75	A3703535901				\$ 143.20	\$ 143.20	\$ 143.20	2.6670%	\$ 4.14	\$ 147.34	\$ 147.34
76	A37045083039				\$ 75.00	\$ 75.00	\$ 75.00	2.6670%	\$ 2.17	\$ 77.17	\$ 77.17
77	METRO-21									\$ 8,320.01	\$ 8,320.01
78	METRO-21									\$ 1,578.41	\$ 1,578.41
79	METRO-21									\$ 1,340.98	\$ 1,340.98
80	METRO-21									\$ 1,149.73	\$ 1,149.73
81	METRO-21									\$ 1,757.91	\$ 1,757.91
82	METRO-21									\$ 1,426.41	\$ 1,426.41
83	METRO-21									\$ 1,330.78	\$ 1,330.78
TOTAL PART C											
\$68,648.40											

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New York State Police
Base Station Test Information

SITE:		Troop:	
Tech:		Zone:	
Meter:		Date:	

Transmitter:

TX Power F1:		watts	Reflected Power:		watts
TX Power F2:		watts	Reflected Power:		watts
TX Power F3:		watts	Reflected Power:		watts
TX Power F4:		watts	Reflected Power:		watts
TX Power F5:		watts	Reflected Power:		watts

TX Frequency F1:		MHz	frequency error:	.	kHz
TX Frequency F2:		MHz	frequency error:	.	kHz
TX Frequency F3:		MHz	frequency error:	.	kHz
TX Frequency F4:		MHz	frequency error:	.	kHz
TX Frequency F5:		MHz	frequency error:	.	kHz

Modulation: (+/- kHz)	CG only	Loc Mike	Line 0dbm	-10 dbm	- 16 dbm	-20 dbm
TX Frequency F1:						
TX Frequency F2:						
TX Frequency F3:						
TX Frequency F4:						
TX Frequency F5:						

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Receiver(s):

RX 1 12 db Sinad +/- 3kHz CG off:	at RX: uv	ant port: uv
RX 2 12 db Sinad +/- 3kHz CG off:	at RX: uv	ant port: uv
RX 3 12 db Sinad +/- 3kHz CG off:	at RX: uv	ant port: uv
RX 4 12 db Sinad +/- 3kHz CG off:	at RX: uv	ant port: uv
RX 5 12 db Sinad +/- 3kHz CG off:	at RX: uv	ant port: uv

-Mod Acceptance Bandwidth: Set signal generator RF to the +/- 3kHz sinad reading

Increase RF level by +6 dbm or 2 x the uv reading - Increase the modulation deviation

until sinad worsens back down to 12 db - note deviation level of generator.

-Measure line level with full quieting signal, 1kHz tone @ +/- 3kHz deviation + CG dev.

-Measure vote tone level with no signal to receiver(s) - Squelch & CG closed

	Mod Accept BW	RX Line Level	Vote Tone Level
Receiver 1:	+/- . kHz	dbm	dbm
Receiver 2:	+/- . kHz	dbm	dbm
Receiver 3:	+/- . kHz	dbm	dbm
Receiver 4:	+/- . kHz	dbm	dbm
Receiver 5:	+/- . kHz	dbm	dbm

Battery:	Float Charge: VDC	RX After 60 sec TX with AC off: V
	Float Charge: 13.50-13.62 VDC full battery	Type: Liberty VRLC / Lead-Acid / None

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METRO-21 EDACS Control Point Preventive Maintenance Data Sheet

Customer Name: Metro-21
 Site Name: Control Point
 Technician:
 Test Date:

Amplitude Equalization

Site Reference	Name	RSSI (No Pads)	RSSI (With Pads)	Pad (dB)	DSP Line In TIMMS 1 (dBm)	DSP Line In TIMMS 2 (dBm)	DSP Line In TIMMS 3 (dBm)	DSP Line In TIMMS 4 (dBm)	DSP Line In TIMMS 5 (dBm)	DSP Line In TIMMS 6 (dBm)	DSP Line In TIMMS 7 (dBm)
1	Co-Op										
2	Todt Hill										
3	Isabella										
4	Wards Island (RX)										
5	Chrysler										
6	Boyland										
7	Creedmore										

Voter Alignment

Channel #	Line Out (dBm)
1	
2	
3	
4	
5	
6	
7	

Site Name	Voter Receiver 1 1950 Hz (dBm)	Voter Receiver 2 1950 Hz (dBm)	Voter Receiver 3 1950 Hz (dBm)	Voter Receiver 4 1950 Hz (dBm)	Voter Receiver 5 1950 Hz (dBm)	Voter Receiver 6 1950 Hz (dBm)	Voter Receiver 7 1950 Hz (dBm)
Co-Op							
Todt Hill							
Isabella							
Wards Island							
Chrysler							
Boyland							
Creedmore							

Delay Measurement

Site Name	Site #	Distance (miles)	Propagation to Test RX (us)	Offset Delay (us)	Total Delay (us)	Expected Delay (us)	Measured Delay (us)	GPS "A" 1 PPS (us)	GPS "B" 1 PPS (us)	Actual Measured Delay (us)	CMSTD REQUESTED DELAY
Co-Op											
Todt Hill											
Isabella											
Wards Island											
Chrysler											
Boyland											
Creedmore											

Notes:

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Customer Name: METRC-21
 Site Name: Control Point
 Technician:
 Test Date:

Amplitude Equalization																			
Site Reference	Names	RSSI (No Pads)	RSSI (With Pads)	Pad (dB)	ERP Use In	THMS	ERP Use In	THMS	ERP Use In	THMS	ERP Use In	THMS	ERP Use In	THMS	ERP Use In	THMS	ERP Use In	THMS	
Site #	Co-Op	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
1	Ted Hill																		
2	Wards Island (RX)																		
3	Chrysler																		
4	Boylard																		
5	Greenville																		
6																			
7																			

Voice Allignment										
Site Reference	Names	1950 Hz	1950 Hz	1950 Hz	1950 Hz	1950 Hz	1950 Hz	1950 Hz	1950 Hz	1950 Hz
Channel #	Co-Op	1	2	3	4	5	6	7	8	9
1	Ted Hill									
2	Wards Island									
3	Chrysler									
4	Boylard									
5	Greenville									
6										
7										

Delay Measurement										
Site Name	Site #	Distance to CP (Meters)	Propagation Delay (us)	Total Delay (us)	Expected Delay (us)	Measured Delay (us)	GPS "A" Delay (us)	GPS "B" Delay (us)	Actual Measured Delay (us)	CRMTD REQUESTED DELAY
Co-Op							1.775 (us)	1.775 (us)		
Ted Hill										
Wards Island										
Chrysler										
Boylard										
Greenville										

Notes:

COPY

Customer Name: METRO-21
 Site Name:
 Technician:
 Test Date:

CH #	750		3.763		3.007		3.055		SINAD @12db	Supply Voltage Low PA Current Supply in volts	VCO Voltage TX Synth VCO Voltage (should be 5.0)
	PA Power Out Level Watts	PA Value	LSD Deviation Level KHz	CG Value	Limitier Deviation Level KHz	DSP Line In Level KHz	DSP Line In Value	HSD Level KHz			
1											
2											
3											
4											
5											

TTA Gain (at Test Port)
 Multicoupler Out:
 TTA Bypassed:

Comments and Notes:

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FIRST AMENDMENT TO CONTRACT
(New York State Police Maintenance and Procurement Contract C001344)

This First Amendment to Contract ("Amendment") is made effective as of the 1st day of April, 2010, between the NEW YORK STATE DIVISION OF STATE POLICE, having its principal address at Building 22, 1220 Washington Avenue, Albany, New York 12226-2252 (hereinafter referred to as "STATE") and the HARRIS CORPORATION, acting by and through its RF Communications Division, having its principal address at 1680 University Avenue, Rochester New York 14610 (hereinafter referred to as "CONTRACTOR").

WHEREAS the "STATE" and the "CONTRACTOR" have entered into that certain Maintenance and Procurement Contract C001344 dated as of April 1, 2010 providing for the procurement and maintenance of "STATE" radio infrastructure and user equipment (the "Contract"); and

WHEREAS the "STATE" and the "CONTRACTOR" desire to amend the limitation of liability terms and provisions of the Contract as requested by the "STATE".

NOW THEREFORE, the "STATE" and the "CONTRACTOR" amend the Contract as follows:

1. Limitation of Liability – Section 22 (F) (1) of the Contract is amended by inserting the following new sentence at the end of the Section:

"Notwithstanding the foregoing, "CONTRACTOR" remains liable, without monetary limitation, for direct damages for personal injury, death or damage to real property or tangible personal property attributable to the negligence or other tort of "CONTRACTOR", its officers, employees or agents."

2. Full Force and Effect – Except as expressly amended herein, all other provisions of the Contract shall remain unchanged and in full force and effect.

[End of Text This Page]

IN WITNESS WHEREOF, the parties have executed this Contract Amendment as of the dates shown below.

CONTRACTOR

HARRIS CORPORATION,
acting through its RF Communications Division

By: [Signature]
Name: Michael P. Murray
Title: VP - Proc Mgmt
Dated: 5/14/10

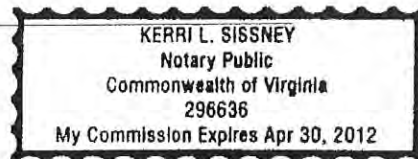
Approved as to Form
By: [Signature]
Date: 5/14/10

STATE OF Virginia
CITY/COUNTY OF Richmond

On this 14th day of May, 2010, before me personally came Michael P. Murray, to me known, who being duly sworn, did depose and say that he resides in Forest, VA, that he is the Vice President of Program Management of the PSPC unit of Harris Corporation, the corporation described in and which executed the foregoing instrument and that he signed his name on behalf of said Corporation.

[Signature]
Notary Public

My Commission Expires:



AGENCY

**NEW YORK STATE
DIVISION OF STATE POLICE**

By: [Signature]
Name: Stephen Vagianelis
Title: Asst. Dir. Fin. ADM
Dated: _____

**ATTORNEY GENERAL'S
SIGNATURE**

By: [Signature]
Name: APPROVED AS TO FORM
NYS ATTORNEY GENERAL
Title: _____
Dated: MAY 24 2010
[Signature]
PETER FAVRETTO
ASSOCIATE ATTORNEY

COMPTROLLER'S SIGNATURE

By: [Signature]
Name: _____
Title: _____
Dated: 6/25/10

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