

## STATE TERM CONTRACT

**THIS CONTRACT** (the "Contract") is between the State of Ohio ("State"), through its Office of Information Technology, IT Governance Division, with offices at 30 East Broad Street, Columbus, Ohio 43215 and Icom America, Inc. ("Contractor"), with offices at 2380 116<sup>th</sup> Ave NE, Bellevue, WA 98004.

### BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some manufacturers under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State may enter into a contract with the manufacturer provided that the manufacturer offers its products and ancillary services at the same prices that the manufacturer offers those products and services to the US Government under the GSA's Multiple Award Schedule program or SmartBuy program. Or if the manufacturer has no contract under the GSA's Multiple Award Schedule program or SmartBuy program, the State will accept the pricing the manufacturer offers to its distributors. Further, if the manufacturer has no GSA Multiple Award Schedule or SmartBuy contract and no distributors, the State may accept the prices that the manufacturer offers to its most favored customers for each product or service.

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customers better support through dealers that have a local presence in a service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers.

However, if the Contractor is not the manufacturer of the products or services under this Contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor is an authorized dealer in the manufacturer's products or services. The letter also must assure the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract to meet the State's needs under the Contract during the initial term and any extensions. Further, the letter must identify each of the manufacturer's product and service that the Contractor will supply under this Contract. The letter also must contain an assurance of the availability through the dealer of repair services and spare parts for products covered by this Contract for five years from the date of purchase. It also must contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a perpetual license fee of less than \$10,000.00 per copy.) The dealer must submit the letter, signed by an authorized representative of the manufacturer, with the executed copies of this Contract.

This Contract establishes terms and conditions under which State agencies (including any board, instrumentality, commission, or other political body) and Ohio political subdivisions, such as counties, municipalities, and townships, may acquire the Contractor's products or services at the pricing identified below. This Contract, however, only permits such; it is not a requirements contract and does not obligate any State agency or political subdivision to acquire the Contractor's products or services.

### TERMS AND CONDITIONS

#### 1 - TERM

- 1.1 TERM.** This Contract is effective on the date the State's duly authorized representative executes it, as evidenced by the date appearing with the representative's signature, below. Unless this Contract is terminated or expires without renewal, it will remain in effect until the end of the State's current fiscal biennium, which is June 30, [2009]. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.
- 1.2 CONTRACT RENEWAL.** In the State's sole discretion, it may renew this Contract for a period of one month at the end of each biennium during which this Contract remains in place. Any further renewals will be only by



written agreement between the State and the Contractor. Such renewals may be for any number of times for any period not to exceed the time remaining in the State's then-current biennium.

## 2 - PRICING AND PAYMENT

**2.1 CERTIFICATION OF ACCURACY.** By checking one of the following three items, the Contractor certifies that the Contractor's prices under this Contract are:

- X The prices at which the Contractor currently offers each product and service to the US Government under the GSA's Multiple Award Schedule program;
- The prices at which the Contractor currently offers each product and service to the US Government under the GSA's SmartBuy program; or
- The best prices at which the Contractor has offered each product and service to its most favored customers within one year before the date the Contractor executed this Contract or adds the product or service to this Contract, whichever is later.

If the Contractor is offering prices based on its most favored customer prices, the Contractor represents that it does not have a GSA Multiple Award Schedule or SmartBuy contract.

If the Contractor has submitted a manufacturer's letter to certify that the Contractor is an authorized dealer for the manufacturer, the Contractor represents that the information in the letter is accurate and that a duly authorized representative of the manufacturer signed the letter.

The Contractor further certifies that the above representations will apply and be true with respect to all future pricing information submitted to revise this Contract.

**2.2 PRICE ADJUSTMENTS.** If the Contractor has relied on its GSA Multiple Award Schedule pricing or its GSA SmartBuy pricing, the State will be entitled to any price decreases that the Contractor offers to the GSA for any of its products and services during the term of this Contract. The Contractor must notify the State of any reduction in its GSA Multiple Award Schedule or SmartBuy pricing within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

If the Contractor has relied on its best customer pricing, the State will be entitled to a price decrease any time the Contractor or any of its dealers or distributors under this Contract sells a product or a service to any of its customers for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its dealers or distributors under Section 3.1 of this Contract sells a product or provides a service to any customer for less than it is then available to the State under this Contract, the Contractor must notify the State of that event within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

The Contractor also must notify the State within 30 days of any general reduction in the price of any product or service covered by this Contract, even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction. If the State believes it is appropriate, the State may ask to renegotiate the Contract price for the products and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, then on written notice to the Contractor, the State may immediately remove the affected products and services from this Contract.

**2.3 PRICELIST.** The Contractor's pricelist for the products and services that the Contractor may provide to the State under this Contract is attached as Exhibit I. For convenience, those products and services are called "Deliverables" in this Contract. Any custom materials resulting from the Contractor's services also are called "Deliverables" in this Contract. The Contractor may not provide any other Deliverables under this Contract without a prior written amendment to this Contract that both the State and the Contractor have signed. Furthermore, the Contractor may not charge the State greater prices for these Deliverables than the prices on the Exhibit I. If Exhibit I contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, a description of the Contractor's products and

services, and the prices for those products and services, those terms or conditions are excluded from this Contract and are of no effect. Exhibit I is identified as the following commercial pricelist:

AUTHORIZED FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND  
SERVICES

The Contractor will not sell to the State any notebook computers with less than a 1.60 GHz internal clock speed. Additionally, the Contractor will not sell to the State any PCs or servers using CPUs with less than a 3.0 GHz internal clock speed. Additionally, the Contractor will not sell to the State any term software licenses. And except in the case of operating systems licensed in conjunction with desktop PCs, notebook computers, PDAs, and similar personal computing devices that the OEM does not distribute without an operating system, the Contractor will not sell or license any Microsoft software to the State. If any of the foregoing items are listed in the Contractor's pricelist, they are deleted for purposes of this Contract.

**2.4 NOTIFICATION OF PRICE INCREASES.** If this Contract permits any price increases, the Contractor must notify the State and any affected State agencies of the increase at least 60 days before the effective date of the price increase. The Contractor must notify affected State agencies at their purchase order "bill to" address contained in the applicable purchase orders. This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

**2.5 PAYMENT DUE DATE.** Payments will be due on the 30th day after the later of:

- (a) The date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or
- (b) The date the State accepts the Deliverable.

The date the State issues a warrant (the State's equivalent to a check) in payment of an invoice will be considered the date payment is made. Without diminishing the Contractor's right to timely payment, the payment will be overdue only if it is not received by the 30th day after the payment's due date. If the State has not issued payment by then, interest will begin to accrue under Ohio Revised Code (the "Code") § 126.30.

**2.6 INVOICE REQUIREMENTS.** The Contractor must submit an original invoice with three copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

- (a) Name and address of the Contractor as designated in this Contract;
- (b) The Contractor's federal tax identification number as designated in this Contract;
- (c) The Contractor's invoice remittance address as designated in this Contract;
- (d) The purchase order number authorizing the delivery of the Deliverables;
- (e) A description of the Deliverables, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Deliverables; and
- (f) If the invoice is for a lease, the Contractor also must include the payment number (e.g., 1 of 36).

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information. If an invoice does not meet this section's requirements, or if the Contractor fails to give proper notice of a price increase (see the next section), the State will send the Contractor written notice. The State will send the notice, along with the improper invoice, to the Contractor's address designated for receipt of purchase orders within 15 days. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receives a proper invoice and has accepted the Contractor's Deliverable.

**2.7 OHIO PAYMENT CARD.** Participating State agencies issuing orders under this Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget and Management ("OBM") has authorized the agency to exceed this limit. If OBM increases the dollar limit for payment cards

for all State agencies, the State will post notice of that on its Procurement Website. Participating State agencies are required to use the Ohio Payment Card in accordance with OBM's current guidelines for the Ohio Payment Card and the agency's approved plan filed with the OBM. The Contractor may process a payment in the payment card network only upon delivery and acceptance of the applicable Deliverables. For partial deliveries or performance, the Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the ordering agency. Upon completion of the delivery of remaining Deliverables, the Contractor may process a payment request in the payment card network for the remainder of the order. The Contractor should receive payment through its merchant bank within the time agreed upon between the Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transactions, which the Contractor may not pass on to the State.

- 2.8 NON-APPROPRIATION OF FUNDS.** The State's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for any payments due hereunder, the order or orders under this Contract that are affected by the lack of funding will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments with respect to the affected order or orders.
- 2.9 OBM CERTIFICATION.** This Contract is subject to Code § 126.07. Any orders under this Contract are void until the Director of the OBM certifies that there is a balance in the appropriation available to pay for the order.
- 2.10 CONTROLLING BOARD AUTHORIZATION.** The State's obligations under this Contract are subject to the Ohio Controlling Board continuing to authorize the State's use of its term contracts program. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate immediately, and the Contractor may not take any more orders under it.
- 2.11 TRAVEL EXPENSES.** Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code (the "Administrative Code").
- 2.12 TAXES.** The State is exempt from all sales, use, excise, and property taxes and will not pay any such taxes. To the extent sales, use, excise, or any similar taxes are imposed on the Contractor in connection with any Deliverable, the Contractor must pay those taxes together with any interest and penalties not successfully disputed with the taxing authority.
- 2.13 OFFSET.** The State may set off any amounts the Contractor owes to the State under this or other contracts against any payments due from the State to the Contractor under this or any other contracts with the State.

### 3 - CONTRACT ADMINISTRATION

- 3.1 DEALERS AND DISTRIBUTORS.** The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, principal business address, addresses for purchase orders and for payments, telephone number, and its federal tax identification number. The Contractor also must submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Deputy State Chief Information Officer, Office of Information Technology.

In doing so, the Contractor warrants that:

- (a) The Contractor has provided the dealer with a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
- (b) Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.

- (c) The Contractor will remain liable under this Contract for the services of any dealer and will remedy any breach of the dealer under this Contract.
- (d) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due to the Contractor once the State has paid the dealer.
- (e) To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

The State strongly encourages the participation of small and disadvantaged businesses in its contracting programs and has created a certification program to Encourage Diversity Growth and Equity (EDGE) in State contracting. State agencies are instructed to include in their procurements such participation, including through the use of State Term Schedule contracts that are either held by EDGE businesses or that offer the opportunity to work with EDGE dealers or distributors.

- 3.2 AUDITS.** During the term of this Contract and for three years after termination, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Deliverables and to the pricing representations that the Contractor has made to acquire this Contract. This audit right also will apply to the State's duly authorized representatives and any organization providing funding for any Deliverable.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or the facilities where the Contractor substantially performed under this Contract. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records, along with any technology needed for accessing the records, to its office nearest Columbus, Ohio whenever the State or any entity with audit rights requests access to the records. The Contractor must do so within 15 days of receiving the State's written notice of its intent to audit the Contractor's records and must notify the State as soon as the records are ready for audit.

If any audit reveals any material misrepresentation or overcharge to the State, the State will be entitled to recover its damages, including the cost of the audit.

- 3.3 INSURANCE.** The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

- (a) Workers' compensation insurance, as required by Ohio law, and if some work will be done outside Ohio, the laws of the appropriate states where work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Per Occurrence Limit
- \$ 1,000,000 Personal and Advertising Injury Limit
- \$ 100,000 Fire Legal Liability

§ 10,000 Medical Payments

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- (d) Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

All certificates must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

- 3.4 CONTRACT COMPLIANCE.** Any State agency that uses this Contract will be responsible for the administration of this Contract with respect to the orders that it places and may monitor the Contractor's performance and compliance with this Contract. If an agency becomes aware of any noncompliance with the terms of this Contract or the specifications of an order, the agency may document the noncompliance and give the Contractor written notice of the noncompliance for immediate correction. If the Contractor fails to cure the noncompliance, the agency may notify the State through the Office of Information Technology Contract Management, by executing a Complaint to Vendor form to help resolve the issue. Should the State determine that the form identifies an uncured breach of this Contract, the State may terminate this Contract and seek such other remedies as may be available to it.
- 3.5 POLITICAL SUBDIVISIONS.** Ohio political subdivisions, such as Ohio cities, counties, and townships ("Political Subdivisions"), may rely on this Contract. Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor must look solely to the Political Subdivision for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision, if the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.
- 3.6 RECALLS.** If a Deliverable is recalled, seized, or embargoed, or if the Contractor, a manufacturer, packer, processor, or regulatory body finds that a Deliverable has been misbranded, adulterated, or is unsafe, the Contractor must notify the State, through the Office of Information Technology Contract Management, as well as all agencies that have ordered the Deliverable, within ten business days after the Contractor learns of any of the above events. At the option of the State, the Contractor must either reimburse the State for the purchase price of each affected Deliverable or provide an equal or better replacement for each Deliverable at no additional cost to the State. The Contractor also must remove and replace all affected Deliverables within a reasonable time, as determined by the State. Further, at the option of the State, the Contractor may be required to reimburse the State for storage costs and handling fees, which the State may calculate from the time of delivery of each affected Deliverable to the Deliverable's actual removal. Furthermore, the Contractor must bear all costs associated with the removal and proper disposal of the affected Deliverables. The State will treat any failure to refund the purchase price or provide a suitable replacement within a reasonable time, not to exceed 30 days, as a default.

**3.7 TERMINATION.** The State may terminate this Contract or any order under this Contract if the Contractor defaults in meeting its obligations and fails to timely cure its default. The State also may terminate this Contract or any order under it if a petition in bankruptcy is filed by or against the Contractor and not dismissed within 60 days. And the State may terminate this Contract or any order under it if the Contractor violates any law or regulation while performing under this Contract or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In all of the foregoing cases, the termination will be for cause.

On written notice, the Contractor will have 30 days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract, the applicable orders, or both immediately upon written notice to the Contractor. Some provisions of this Contract may provide for a shorter cure period than 30 days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State also may terminate this Contract in the case of breaches that are cured within 30 days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations two times. After the second such notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three defaults do not have to relate to the same obligation or type of failure.

The State also may terminate this Contract or any order under this Contract for its convenience and without cause. And the State may terminate this Contract or any order under it if the Ohio General Assembly fails to appropriate funds for any order under this Contract. Further, if a third party is providing funding for an order, the State also may terminate this Contract or any order under it should that third party fail to release any funds related to this Contract or an order under it.

Any notice of termination will be effective as soon as the Contractor receives it. On receipt of the notice of termination, the Contractor will immediately cease all work on any Deliverables affected by the termination and take all steps necessary to minimize any costs the Contractor will incur related to the affected orders. The Contractor also must immediately prepare a report and deliver it to the State. The report must detail all open orders at the time of termination.

If the State terminates this Contract or any order for cause, it will be entitled to cover for the affected orders by using another vendor or vendors on such commercially reasonable terms and conditions as it and the covering vendors may agree. The Contractor will be liable to the State for all costs related to covering for the affected orders to the extent that such costs exceed the costs that the State would have incurred under this Contract for those orders. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other event leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount the State determines that it owes the Contractor.

**3.8 EXCUSABLE DELAY.** Neither party will be liable for any delay in its performance under this Contract that arises from causes beyond its reasonable control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. For any such excusable delay, the date of performance or delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it then is taking or will take to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the party has not taken commercially reasonable steps to mitigate or avoid the delay.

**3.9 INDEPENDENT STATUS.** The parties will be acting as independent entities. The partners, employees, officers, directors, and agents of one party may only act in the capacity of representatives of that party and not as employees, officers, directors, or agents of the other party and will not be deemed as such for any purpose. Each party assumes full responsibility for the actions of its partners, employees, officers, directors, and agents while performing under this Contract and will be solely responsible for paying those people. Additionally, each party will be solely responsible for withholding and paying social security and income taxes, making workers' compensation contributions, paying disability benefits, and providing fringe benefits, if any, for its partners, employees, officers, directors, and agents, and neither party may legally bind the other party in any manner.

**3.10 LOCATION OF SERVICES AND DATA.** As part of this Contract, the Contractor must disclose the following:

- (a) All locations where any services will be performed;
- (b) All locations where any State data applicable to the Contract will be maintained or made available; and
- (c) The principal place of business for the Contractor and all its subcontractors.

The Contractor may not change any location where any services are performed to a location outside the country of the original location or change any location where the data is maintained or made available to any other location outside the country of the original location without prior written approval of the State, which the State will not be obligated to provide.

#### **4 - DELIVERY AND ACCEPTANCE**

**4.1 ACCEPTANCE.** The acceptance procedure for Deliverables will be an informal review by the agency acquiring the Deliverables to ensure that each Deliverable meets the warranties in this Contract. The State will have up to 30 days after installation to do this. The State will not issue a formal letter of acceptance, and passage of 30 days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverables does not meet the warranties in this Contract.

If the State issues a noncompliance letter, the Contractor will have 30 days to correct the problems listed in the letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the State has issued a noncompliance letter, the Deliverable will not be accepted until the State issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30-day period, the State will issue the acceptance letter within 15 days after all defects have been fixed.

**4.2 TITLE.** Title to any Deliverable will pass to the State only on acceptance of the Deliverable, and all risk of loss will remain with the Contractor until title to the Deliverable passes to the State.

**4.3 DELIVERIES.** The Contractor must make all deliveries F.O.B. destination.

#### **5 - INTELLECTUAL PROPERTY**

**5.1 COMMERCIAL MATERIAL.** As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense and that is commercially available in the marketplace, subject to intellectual property rights, and readily susceptible to copying through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, source code, and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in an Exhibit to this Contract, if that scope of license is different than the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

For Commercial Software, the State will have the following, perpetual rights, subject to the next paragraph. The State may:

- (1) Use and copy the Commercial Software for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
- (2) Use or copy the Commercial Software for use with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduce the Commercial Software for archival, image management, and backup purposes;
- (4) Modify, adapt, and combine the Commercial Software with other computer software, provided that the modified, combined, and adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions on use;
- (5) Disclose to and reproduce the Commercial Software for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions on use; and
- (6) Use or copy the Commercial Software for use with a replacement computer.

In the case of any other scope of license (e.g., MIPs, tier, concurrent users, enterprise, site, or otherwise), the foregoing will apply except as expressly modified by the applicable license description, which must be incorporated as part of Exhibit I. If the Contractor provides greater license rights in an item included in Exhibit I to its general customer base for the Software's list price, those additional license rights also will be provided to the State without additional cost or obligation. No license description may reduce the rights in items 1 through 6 above; it may only define the extent of use, if the use is other than a CPU license.

The State will treat any Commercial Software as Confidential Information, in accordance with the requirements of the Confidential Information section of this Contract, if the Commercial Software is clearly and conspicuously labeled as confidential or secret.

**5.2 CUSTOM DELIVERABLES.** All custom work done by the Contractor and covered by this Contract will belong to the State, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work under this Contract being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. However, the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor grants the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that desire to the State and obtain written approval from the State for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice that Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

**5.3 CONFIDENTIALITY.** The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The

Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract.

If any Deliverables contain data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Contract. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Contract ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

- (1) Was already in the possession of the Receiving Party without an obligation of confidence;
- (2) Is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
- (3) Is or becomes publicly available without a breach of this Contract;
- (4) Is rightfully received by the Receiving Party from a third party without an obligation of confidence;
- (5) Is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
- (6) Is released under a valid order of a court or governmental agency, provided that the Receiving Party:
  - (a) Notifies the Disclosing Party of the order immediately upon receipt of it; and
  - (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Except for Confidential Information that the Contractor delivers to the State and that is part of a Deliverable or necessary for the proper use or maintenance of a Deliverable, the Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to temporary and permanent injunctive relief to enforce the provisions of this Contract without the necessity of proving actual damages. However, provision does not diminish or alter any right to claim and recover damages.

- 5.4 USE OF NAME.** The Contractor may not publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing. The State has no obligation to agree to any such advertising, publicity, sales, or marketing activities.

## **6 – TRANSACTION REPORTING**

- 6.1 Contractor's SALES REPORT.** The Contractor must report the quarterly dollar value (in US currency rounded to the nearest whole dollar) of the sales under this Contract each calendar quarter (i.e., January-March, April-June, July-September and October-December). The dollar value of the sales reported must equal the price paid by all State agencies and Political Subdivisions for Deliverables under this Contract during the reporting period.

The Contractor must report the quarterly dollar value of sales to the State on a form prescribed by the Office of Information Technology. If no sales occur, the Contractor must show zero sales on the report. The report must be submitted 30 days after the completion of the reporting period.

The Contractor also must submit a closeout report within 120 days after the expiration of this Contract. The Contract expires on the physical completion of the last, outstanding task or delivery order of the Contract. The closeout report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all Contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero sales in the closeout report.

The Contractor must forward each sales report to the following address:

Office of Information Technology  
Office of Information Technology Business Office  
30 East Broad Street, 39<sup>th</sup> Floor  
Columbus, Ohio 43215 - 3414

If the Contractor fails to submit any sales report in a timely manner or falsifies any sales report, the State may terminate this Contract for cause.

**6.2 Contractor's REVENUE SHARE.** The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the quarterly reporting period. The revenue share that the Contractor must pay equals .0075 of the total quarterly sales reported. The revenue share is included in the prices reflected on Exhibit I and reflected in the total amount charged to ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

The Contractor must remit any amount due as the result of a quarterly or closeout report at the time the quarterly or closeout report is submitted to the Office of Information Technology. The Contractor also must pay the revenue share by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the applicable State Term Contract Number, total report amount, and reporting period covered.

The Contractor must make each check payable to "Treasurer, State of Ohio", and forward it to the following address:

Department of Administrative Services  
Office of Finance  
30 East Broad Street, Suite 4060  
Columbus, Ohio 43215 – 3414

If the full amount of the revenue share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid revenue share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the revenue share. Additionally, if the Contractor fails to pay the revenue share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause and seek damages for the breach.

## 7 - WARRANTIES AND LIABILITIES

**7.1 WARRANTIES.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor and all Deliverables under this Contract will:

- (a) Be in accordance with the sound professional standards and the requirements of this Contract and without any material defects;
- (b) Not infringe on the intellectual property rights of any third party;
- (c) Be the work solely of the Contractor, unless otherwise provided in this Contract; and

- (d) Be merchantable and fit for the particular purpose for which the Deliverables were acquired.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

- (a) The Contractor has the right to enter into this Contract;
- (b) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract;
- (c) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control;
- (d) The Contractor has good and marketable title to any products delivered under this Contract and in which title passes to the State; and
- (e) The Contractor has the right and ability to grant the license provided in any Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed, not to exceed 30 days, or refund the amount of the compensation paid for the Deliverable. The Contractor also must indemnify the State for any direct damages and any claims by third parties based on any breach of these warranties.

**7.2 SOFTWARE WARRANTY.** If Exhibit I includes work to develop custom software as a Deliverable, then on delivery and for one year after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:

- (a) The software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation;
- (b) The software will be free of material defects;
- (c) The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code;
- (d) The source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and
- (e) The software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third party licensor to make the following warranties and commit to the following maintenance obligations. During the warranty period described in the next paragraph, the Contractor must:

- (a) Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation;
- (b) Supply technical bulletins and updated user guides;
- (c) Supply the State with all updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code;
- (d) Correct or replace the software and remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
- (e) Maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers and costing more than \$10,000.00 per license or per copy, the warranty period will be the longer of one year after acceptance or the licensor's standard warranty period. For Commercial Software designed for PC or PC-based servers and costing less than \$10,000.00 per license or per copy, the warranty period will be the longer of three months after acceptance or the licensor's standard warranty period. For PC and PC-based servers, the warranty will not include updates, improvements,

enhancements, or modifications to the Commercial Software and documentation, if such are not provided as part of the licensor's standard warranty or license fee.

Software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation must provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions. The Contractor must provide the source code in the language in which it was written and must include such commentary or annotations as would allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

**7.3 EQUIPMENT WARRANTY.** If any computer hardware or other type of electrical equipment ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for the warranty period described in the next paragraph that the Equipment will perform substantially in accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such Equipment, and that such Equipment will achieve any function described in such writings. The foregoing warranty will not apply to Equipment that the State modifies or damages after title passes to it. The warranty period for all Equipment will be the longer of one year after the State accepts the Equipment or the Contractor's standard warranty period.

If any Equipment does not meet the above warranties during the applicable warranty period, the Contractor must fix the nonconforming Equipment so it performs substantially in accordance with its user manuals, technical materials, and related publications, replace the Equipment, or grant the State a refund equal to the amount it paid for the Equipment. The Contractor must either fix or replace the Equipment or refund the purchase price to the State with all due speed, not to exceed seven days in the case of a fix or a replacement or 30 days in the case of a refund. The Contractor will be responsible for all shipping costs associate with fixing, replacing, or returning any defective equipment.

**7.4 INDEMNITY.** The Contractor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of its performance under this Contract, provided such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors. The Contractor also must indemnify the State against any claim of infringement of a copyright, patent, trade secret, or other intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified the Deliverable and the claim of infringement is based on the modification. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one of the following four things:

- (a) Modify the Deliverable so that is no longer infringing;
- (b) Replace the Deliverable with an equivalent or better item;
- (c) Acquire the right for the State to use the Deliverable as it was intended for the State to use under this Contract; or
- (d) Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

**7.5 LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT OR ANYTHING INCORPORATED BY REFERENCE INTO THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

- (a) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO

LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

- (b) THE CONTRACTOR WILL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR OR ITS BREACH OF ANY PROVISION OF THIS CONTRACT.

## 8 - MAINTENANCE

**8.1 SOFTWARE MAINTENANCE.** If this Contract involves any custom software as a Deliverable, then during the warranty period, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable time, provided the State notifies the Contractor, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem. The Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrations to employ workarounds to fully use the software, the Contractor must respond to requests for resolution within four business hours and begin working on a proper solution within one business day, dedicating the resources of one qualified programmer full-time to fixing the problem. In the case of any defects with more significant consequences, including those that render key functions of the software inoperable or significantly slow data processing, the Contractor must respond within two business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than \$10,000.00 per copy or license, the Contractor must provide maintenance during the warranty period at no cost to the State. At a minimum, that maintenance must be the standard maintenance program that the licensor, whether the Contractor or a third party, normally provides to its client base. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software.

Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the software for at least five years after the warranty period. The Contractor will limit or obtain a commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent annually. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must do one of the following things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining any copies of the software for which the State has a proper license. The State will treat the source code as Confidential Information under the Confidentiality Section of this Contract. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the Contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than \$10,000.00 per copy or license, the Contractor must provide the same maintenance and user assistance during the warranty period at no additional cost to the State as the Contractor or the third-party licensor makes generally available at no additional charge to its other customers.

**8.2 SOFTWARE UPGRADES.** After an initial acquisition of a license in Commercial Software, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform for the Commercial Software. When the Contractor or third-party licensor make the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the State intends to use. In these cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:

- (a) The Contractor's (or third party licensor's) standard upgrade or migration fee;
- (b) The upgrade or migration fee in Exhibit I; or
- (c) The difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire.

The foregoing will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than \$10,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. If PC or PC-based server software upgrades are available, the State will be entitled to the most favorable license fee on which such are made available to other most favored customers or dealers, as appropriate.

**8.3 EQUIPMENT MAINTENANCE.** If this Contract involves computer or telecommunications hardware or other mechanical or electrical equipment ("Equipment") as a Deliverable, then, during the warranty period and during any period covered by annual maintenance, the Contractor must provide maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance also must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working order means Equipment that performs in accordance with the manufacturer's published specifications. The Contractor must use its best efforts to perform all fault isolation and problem determination attributed to the Equipment. The following services are outside the scope of this Contract:

- (a) Maintenance to bring the Equipment into compliance with any law, rule, or regulation, if such law, rule, or regulation was not in effect on the acceptance date;
- (b) Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse, if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (If such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe in the Equipment's documentation, or causes other than ordinary use of Equipment;
- (c) Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices except as permitted in the Equipment's user documentation;
- (d) Maintenance or increased maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment;
- (e) Repairs needed to restore the Equipment to good operating condition if the Equipment has been damaged by anyone other than the Contractor's authorized service personnel repairing, modifying, or performing maintenance on the Equipment.

**8.4 EQUIPMENT MAINTENANCE STANDARDS.** Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight hours after notification by the State, the Contractor will be in default. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies as specified elsewhere in this Contract for default, except that the Contractor will only have eight hours to remedy a default. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

**8.5 EQUIPMENT MAINTENANCE CONTINUITY.** If the Contractor is unable to provide Equipment maintenance to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in default, and the State will be entitled to the remedies in the default section of this Contract. The State will also be entitled to the following items from the Contractor:

- (a) All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals, and system and unit schematics, with all changes noted;
- (b) A listing of suppliers capable of supplying necessary spare parts;
- (c) Adequate information to permit the State to have spare parts manufactured elsewhere; and
- (d) A listing of spare parts and their recommended replacement schedule to enable the State to create a centralized inventory of spare parts.

The State will treat as Confidential Information in accordance with the Confidentiality Section of this Contract any information in items (a) through (d) above that the Contractor rightfully identifies in writing as confidential. And when disclosure to a third-party is necessary for the State to continue the maintenance, the State will require any third-party to whom disclosure is made to agree to hold the Confidential Information in confidence and to make no further disclosure of it. Further, the State agrees that any such Confidential Information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed when such use is no longer needed.

- 8.6 PRINCIPAL PERIOD OF MAINTENANCE (GENERAL).** Software and Equipment maintenance must be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will not be billable and must be included in the price of the maintenance.
- 8.7 MAINTENANCE ACCESS (GENERAL).** For all Software and Equipment maintenance under this Contract, the State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires a Deliverable to be inoperable must be performed outside the State's customary working hours, except when the Deliverable is already inoperable. Preventative or scheduled maintenance must be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

## 9 - ASSIGNMENT AND SUBCONTRACTING

- 9.1 ASSIGNMENT.** The Contractor may not assign this Contract without the written consent of the State, which the State will not be obligated to provide.
- 9.2 SUBCONTRACTING.** The State recognizes that it may be necessary for the Contractor to use subcontractors to perform portions of the work under this Contract. In those circumstances, before the Contractor engages any such subcontractor, the Contractor must submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes to that list occur during the term of the Contract, the Contractor must immediately provide the State an updated list of subcontractors or joint venture business partners. In addition, all subcontractors and joint venture business partners must agree in writing to be bound by all of the terms and conditions of this Contract and any specifications of any order under this Contract for which they perform work. The State may reject any subcontractor submitted by the Contractor.

## 10 – CONSTRUCTION

- 10.1 HEADINGS.** The headings used in this Contract are for convenience only and may not be used in interpreting this Contract.
- 10.2 ENTIRE DOCUMENT.** This Contract, which includes the Contractor's pricelist attached as Exhibit I and all documents referred to in this Contract, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any previous agreements, whether oral or written.
- 10.3 BINDING EFFECT.** This Contract will be binding on and benefit the respective successors and assigns of the State and the Contractor.
- 10.4 AMENDMENTS – WAIVER.** No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by

the other party of any of the terms or conditions of this Contract may not be construed as a waiver of any those terms or conditions, and either party may at any time demand strict and complete performance by the other party.

- 10.5 SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Contract to be unenforceable, the remaining provisions of this Contract will remain in full force and affect.
- 10.6 CONSTRUCTION.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- 10.7 NOTICES.** For any notice under this Contract to be effective, the noticing party must make it in writing and sent it to the address of the other party first appearing above, unless that party has notified the other party, in writing and in accordance with the provisions of this section, of a new mailing address for the receipt of notices. This notice requirement will not apply to any notices that this Contract expressly authorizes to be made orally.
- 10.8 CONTINUING OBLIGATIONS.** Any terms, conditions, representations, or warranties contained in this Contract that must survive termination or expiration of this Contract to be fully effective will survive the termination or expiration of the Contract. Additionally, termination or expiration of this Contract will not affect the State's right to continue to use any Deliverable for which it has paid, including licensed material. And no termination or expiration of the Contract will affect the State's right to receive maintenance, warranty work, or other services for which the State has paid.
- 10.9 PRIORITY.** If there is any inconsistency or conflict between this document and any provision of anything incorporated by reference, this document will prevail.
- 10.10 DAYS.** When this Contract refers to days, it means calendar days, unless it expressly provides that the reference is to business days.

## 11 - LAW AND COURTS

- 11.1 EEO.** The Contractor must comply with all Ohio laws regarding equal employment opportunity, including among others Code § 125.111, as well as all related Executive Orders of the Governor of Ohio.
- 11.2 DRUG FREE WORKPLACE.** The Contractor must comply with all Ohio laws regarding maintaining a drug-free workplace and make a good faith effort to ensure that all its employees do not possess and are not under influence of illegal drugs or alcohol or abuse prescription drugs while working on State property.
- 11.3 Ohio Ethics Law and Limitations in Political Contributions** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics law, Revised Code Chapter 102. The Contractor further acknowledges that it has read the requirements of Revised Code Section 3517.13 regarding limitations on political contributions as a basis for eligibility to participate in government contracts and certifies that it and the listed individuals and business associates are in compliance with Section 3517.13 and will remain in compliance for the duration of the contract and for one year following the conclusion of the contract.
- 11.4 LAW AND VENUE.** This Contract is governed by and will be construed under Ohio law, and venue for all disputes will lie exclusively with the appropriate court in Franklin County, Ohio.
- 11.5 UNRESOLVED FINDINGS.** The Contractor represents that it is not subject to an unresolved finding for recovery under Code § 9.24. If this warranty proves false when the parties sign this Contract, the Contract will be void. Additionally, if this representation proves false on the date of any renewal or extension of the Contract, the renewal or extension will be void.

To SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) identified below, and this Contract will be effective as of the date it is signed on behalf of the State.

**CONTRACTOR**

BY: \_\_\_\_\_  
*[Handwritten Signature]*

TITLE: PRESIDENT

DATE: 3/30/2007

**STATE OF OHIO,  
OFFICE OF INFORMATION TECHNOLOGY**

\_\_\_\_\_  
*[Handwritten Signature: R. Steve Edmonson]*

**R. STEVE EDMONSON  
DIRECTOR, OFFICE OF INFORMATION TECHNOLOGY  
STATE CHIEF INFORMATION OFFICER**

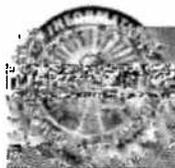
BY: \_\_\_\_\_

**WALTER F. CALLAHAN  
DEPUTY STATE CHIEF INFORMATION OFFICER  
INVESTMENT AND GOVERNANCE DIVISION**

DATE: 4/3/07

**Exhibit I**

Model #	Description	GSA
<b>Marine</b>		
IC-M2A 01	156-163 MHz Handheld - Waterproof Includes: BP224 Battery, BP223 Alkaline Battery Case, BC150 01 Drop In Charger, BC147 AC Adapter for BC150, FASC55V Flexible Antenna and MB87 Swivel Belt Clip	\$ 149.20
IC-M302 01	VHF Transceiver - Includes HM141B microphone, M302 MMB mounting bracket/hardware, OPC632 power cord and owners manual	\$ 136.11
IC-M302 03	VHF Transceiver - Includes HM141G microphone, M302 MMB mounting bracket/hardware, OPC632 power cord and owners manual	\$ 136.11
IC-M302W 02	VHF Transceiver - Includes HM141W microphone, M302 MMB mounting bracket/hardware, OPC632 power cord and owners manual	\$ 136.11
IC-M32 01	156-163 MHz Handheld - Waterproof Includes BP224 battery, BC150 01 drop in charger, BC147 (Ac adapter for BC150), FASC55V Flexible antenna and MB68 Belt clip	\$ 128.26
IC-M422 01	Black VHF Marine transceiver with HM150B hand microphone, mounting bracket, and DC power cord	\$ 170.14
IC-M422W 02	White VHF Marine transceiver with HM150B hand microphone, mounting bracket, and DC power cord	\$ 170.14
IC-M502A 01	Black VHF Marine Transceiver Submersible includes HM126 Speaker Mic, M502 MMB Mounting Bracket and OPC946A DC Power Cord	\$ 209.40
IC-M502AW 02	White VHF Marine Transceiver Submersible includes HM126 Speaker Mic, M502 MMB Mounting Bracket and OPC946A DC Power Cord	\$ 259.13
IC-M504 01	Black VHF Fixed mount marine transceiver	\$ 259.13
IC-M504 03	Gray VHF Fixed mount marine transceiver	\$ 259.13
IC-M602 11	Black VHF Marine Transceiver includes HM136 Speaker Mic, M602 MMB Mounting Bracket, OPC 1174 DC Power Cable	\$ 471.15
IC-M602W 12	White VHF Marine Transceiver includes HM136 Speaker Mic, M602W MMB Mounting Bracket, OPC 1174 DC Power Cable	\$ 471.15
IC-M700PRO 24	General Version without 2182 kHz Alarm (Simple) / Includes: M700 MMB Mounting bracket/hardware	\$ 1,020.00
IC-M710 21	Open Version / Includes: EM101 Mic and OPC 568 DC Power Cord	\$ 1,338.75



IC-M710RT 21	General Version with Remote Head	\$ 1,625.63
IC-M710RT 22	Open Version with Remote Head	\$ 1,816.88
IC-M802 01	MF/HF Transceiver Includes: RC25 Remote Controller, HM135 Hand Microphone, OPC1106 Separation Cable, and SP24 External Speaker (Black only)	\$ 2,040.00
IC-M88 01	Handheld Marine VHF Includes: BC152 Stand-type Charger, BC147 AC Adapter for BC152, BP227 Battery, FAS59V Antenna, MB79 Belt Clip	\$ 248.66
IC-M88 11	Handheld Marine VHF Intrinsically Safe	\$ 314.10
<b>Avionics</b>		
IC-A110 04	VHF Airband Mobile Transceiver. 20 Channel Version: PC Programmable / Includes the radio, hand mic., DC power cable, fuses, mounting bracket kit and mic. hanger kit. Requires Programming Software and cables: CSA110, OPC478 and OPC592	\$ 730.80
IC-A110 04B	VHF Air Band Transceiver w/ Base Power Supply ASTPS11IF. 20 Channel Version: (PC Programmable) / Includes the radio, hand mic., DC power cable, fuses, mounting bracket kit and mic. hanger kit. Requires Programming Software and cables: CSA110, OPC478 and	\$ 850.06
IC-A110 05	VHF Air Band Mobile Transceiver. 760 Channel Version Open VFO / Includes the radio, hand mic., DC power cable, fuses, mounting bracket kit and mic. hanger kit.	\$ 730.80
IC-A110 05B	VHF Air Band Transceiver w/ Base Power Supply ASTPS11IF. 760 Channel Version (Open VFO) / Includes the radio, hand mic., DC power cable, fuses, mounting bracket kit and mic. hanger kit.	\$ 850.06
IC-A200	Transceiver - Panel Mount Includes Panel Mount only	\$ 707.96
IC-A200 100	Transceiver - Panel Mount TSO Version / Includes Panel Mount only	\$ 817.08
IC-A200B	A200 with PS-80 Power Supply / Includes radio, power supply, mounting tray, mounting connectors and owners manual	\$ 1,334.73
IC-A200M	Trunk Mount Avionics Transceiver / Includes A200, MB53 Vehicle Mount, Mounting tray, EM81 Microphone, SP5 Speaker, mounting connectors and owners manual	\$ 1,015.00
IC-A24 01	Air Band Transceiver Nav Comm Sport version. Includes BP208N battery case, MB103 belt clip, OPC499 headset adapter, FAB02AR antenna, and LC159 carrying case	\$ 367.94
IC-A24 LI	Airband handheld with BP211N battery	\$ 324.80

IC-A4 01	Transceiver Comm Only, open version 760 channels. Includes radio, BP195 battery pack, belt clip, handstrap, antenna and BC110A charger.	\$ 192.85
IC-A4 02LM	Transceiver Comm Only, PC Programmable Version. Includes radio, BP195 battery pack, belt clip, handstrap, antenna and BC110A charger. Must be programmed using the OPC478 and EX2119	\$ 192.85
IC-A4 08	A4 Transceiver Sport Version with BP194 Alkaline Battery Pack, belt clip, handstrap and antenna	\$ 164.94
IC-A6 21	Transceiver Comm Only, 200 channels. Includes radio, BP210N Ni-MH battery, MB103 belt clip, FAB02AR antenna, and BC110 wall charger	\$ 291.81
IC-A6 LI	Airband communications transceiver with Li-Ion battery	\$ 304.50
<b>Land Mobile</b>		
IC-4088A 05	FRS with long antenna	\$ 84.71
IC-4088A 05 RC	FRS with long antenna with BP202, BC119N 01 rapid charger and AD105 adapter cup	\$ 133.88
IC-4088A 05 TC	FRS with long antenna with BP202 and BC149A wall charger	\$ 108.43
IC-4088A 15	FRS with short antenna	\$ 90.99
IC-4088A 15 RC	FRS with short antenna with BP202, BC119N 01 rapid charger and AD105 adapter cup	\$ 148.72
IC-4088A 15 TC	FRS with short antenna with BP202 and BC149A wall charger	\$ 113.58
IC-F11 03	VHF Portable 146-174 MHz, 12.5/25 kHz Channel Spacing, 16 Channels (includes: BP-209, FA-SC55V, MB-68, owners manual)	\$ 112.95
IC-F11 03 DTC	VHF Portable 146-174 MHz, 12.5/25 kHz Channel Spacing, 16 Channels (Includes BC-146 01 Drop-In Trickle Charger & BC-147A 11 AC Adapter, BP-209, FASC55V, MB 68 and owners manual.)	\$ 134.91
IC-F11 03 RC	VHF Portable 146-174 MHz, 12.5/25 kHz Channel Spacing, 16 Channels (Includes BC-144 21 Rapid Charger, BP-209, FASC55V, MB68 and owners manual.)	\$ 147.46
IC-F11S 02	VHF Portable 146-174 MHz, 12.5/25 kHz Channel Spacing, 2 Channels, (Includes BP-209, FA-SC55V, MB-68, Owners manual)	\$ 106.68
IC-F11S 02 DTC	VHF Portable 146-174 MHz, 12.5/25 kHz Channel Spacing, 2 Channels, (Includes BC146 01 Drop Trickle Charger, BC147A 11 Charger Adapter, BP-209, FA-SC55V, MB-68, Owners manual)	\$ 128.64
IC-F11S 02 RC	VHF Portable 146-174 MHz, 12.5/25 kHz Channel Spacing, 2 Channels, (Includes BC144 21 Rapid Charger BP-209, FA-SC55V, MB-68, Owners manual)	\$ 141.19

IC-F121 51	VHF Mobile 136-174 MHz, 50W, 128 channels, 8 character display	\$ 251.00
IC-F121 51 B	VHF Mobile installed in ASTSS12IC base station power supply	\$ 351.40
IC-F121S 51	VHF Mobile 136-174 MHz, 50W, 8 channels, no display	\$ 219.63
IC-F121S 51 B	VHF Mobile installed in ASTSS12IC base station power supply	\$ 320.03
IC-F14 01	136 - 174 MHz, 12.5/25 kHz channel spacing, 16 channels	\$ 172.56
IC-F14 01 DTC	F14 portable with drop in trickle charger	\$ 194.53
IC-F14 01 RC	136 - 174 MHz, 12.5/25 kHz channel spacing, 16 channels with BC160 01 rapid charger	\$ 203.94
IC-F14S 11	136 - 174 MHz, 12.5/25 kHz channel spacing, 4 channels	\$ 163.15
IC-F14S 11 DTC	136 - 174 MHz, 12.5/25 kHz channel spacing, 4 channels with drop in trickle charger	\$ 185.11
IC-F14S 11 RC	136 - 174 MHz, 12.5/25 kHz channel spacing, 4 channels with BC160 01 rapid charger	\$ 194.53
IC-F1721 03	136-174 MHz, no keypad	\$ 520.83
IC-F1721 03B	P25 Base station	\$ 630.64
IC-F1721D 01	136-174 MHz, full P25, no keypad	\$ 1,016.55
IC-F1721D 01B	P25 Base station	\$ 1,126.36
IC-F1721D 02	136-174 MHz upgradeable P25, no keypad	\$ 743.59
IC-F1721D 02B	P25 Base station	\$ 853.40
IC-F1821 13	136-174 MHz, with keypad	\$ 583.58
IC-F1821 13B	P25 Base station	\$ 693.39
IC-F1821D 11	136-174 MHz full P25, keypad	\$1,079.30
IC-F1821D 11B	P25 Base station	\$ 1,189.11
IC-F1821D 12	136-174 MHz upgradeable P25, keypad	\$ 806.34
IC-F1821D 12B	P25 Base station	\$ 916.15
IC-F21 04	UHF Portable 440-470 MHz, 12.5/25 kHz Channel Spacing, 16 Channels (includes: BP-209, FA-SC57U, MB-68, owners manual)	\$ 112.95
IC-F21 04 DTC	UHF Portable 440-470 MHz, 12.5/25 kHz Channel Spacing, 16 Channels With BC146 Drop In Trickle Chgr & BC147A 11 AC Adapter	\$ 134.91
IC-F21 04 RC	UHF Portable 440-470 MHz, 12.5/25 kHz Channel Spacing, 16 Channels With BC144 21 Rapid Charger	\$ 147.46
IC-F21 17	UHF Portable 400-430 MHz, 12.5/25 kHz Channel Spacing, 16 Channels (includes: BP-209, FA-SC57U, MB-68, owners manual)	\$ 170.68
IC-F21 17 DTC	UHF Portable 400-430 MHz With BC146 Drop In Trickle Chgr & BC147A 11 AC Adapter	\$ 192.64
IC-F21 17 RC	UHF Portable 400-430 MHz With BC144 21 Rapid Charger	\$ 222.76
IC-F21BR 01	BRS, FRS & GMRS - UHF Transceiver, 462.575-469.550 MHz, 12.5/25 kHz	\$ 103.54
IC-F21GM 02	FRS & GMRS - UHF Transceiver, 462.550-467.700 MHz, 12.5/25 kHz	\$ 118.60
IC-F21S 03	UHF Portable 440-470 MHz, 12.5/25 kHz Channel Spacing, 2 Channels, (Includes BP-209, FA-SC57U, MB-68, owners manual)	\$ 106.68

IC-F21S 03 DTC	UHF Portable 440-470 MHz, 12.5/25 kHz Channel Spacing, 2 Channels, (Includes BC-146 01 Drop Trickle Charger & BC-147A 11 Charger Adapter, BP-209, FA-SC57U, MB-68, owners manual)	\$ 128.64
IC-F21S 03 RC	UHF Portable 440-470 MHz, 12.5/25 kHz Channel Spacing, 2 Channels, (Includes BC144 21 Rapid Charger BP-209, FA-SC55V, MB-68, Owners manual)	\$ 141.19
IC-F221 52	UHF Mobile 440-490 MHz, 45W, 128 channels, 8 character display	\$ 266.69
IC-F221 52 B	UHF Mobile installed in ASTSS12IC base station power supply	\$ 367.09
IC-F221S 52	UHF Mobile 440-490 MHz, 45W, 8 channels, no display	\$ 241.59
IC-F221S 52 B	UHF Mobile installed in ASTSS12IC base station power supply	\$ 341.99
IC-F24 01	400 - 470 MHz, 12.5/25 kHz channel spacing, 16 channels	\$ 185.11
IC-F24 01 RC	400 - 470 MHz, 12.5/25 kHz channel spacing, 16 channels with BC160 01 rapid charger	\$ 216.49
IC-F24 02	450 - 512 MHz, 12.5/25 kHz channel spacing, 16 channels	\$ 185.11
IC-F24 02 RC	450 - 512 MHz, 12.5/25 kHz channel spacing, 16 channels with BC16 01 rapid charger	\$ 216.49
IC-F24S 11	400 - 470 MHz, 12.5/25 kHz channel spacing, 4 channels	\$ 172.56
IC-F24S 11 RC	400 - 470 MHz, 12.5/25 kHz channel spacing, 4 channels with BC160 01 rapid charger	\$ 203.94
IC-F24S 12	450 - 512 MHz, 12.5/25 kHz channel spacing, 4 channels	\$172.56
IC-F24S 12 RC	450 - 512 MHz, 12.5/25 kHz channel spacing, 4 channels with BC160 01 rapid charger	\$ 203.94
IC-F2721 05	400-470 MHz, no keypad	\$ 520.83
IC-F2721 05B	P25 Base station	\$ 630.64
IC-F2721 06	450-512 MHz, no keypad	\$ 520.83
IC-F2721 06B	P25 Base station	\$ 630.64
IC-F2721D 01	400-470 MHz full P25, no keypad	\$ 1,016.55
IC-F2721D 01B	P25 Base station	\$ 1,126.36
IC-F2721D 02	450-512 MHz full P25, no keypad	\$ 1,016.55
IC-F2721D 02B	P25 Base station	\$ 1,126.36
IC-F2721D 03	400-470 MHz upgradeable P25, no keypad	\$ 743.59
IC-F2721D 03B	P25 Base station	\$ 853.40
IC-F2721D 04	450-512 MHz upgradeable P25, no keypad	\$ 743.59
IC-F2721D 04B	P25 Base station	\$ 853.40
IC-F2821 25	400-470 MHz, with keypad	\$ 583.58
IC-F2821 25B	P25 Base station	\$ 693.39
IC-F2821 26	450-512 MHz, with keypad	\$ 583.58
IC-F2821 26B	P25 Base station	\$ 693.39
IC-F2821D 21	400-470 Mhz full P25, keypad	\$ 1,079.30
IC-F2821D 21B	P25 Base station	\$ 1,189.11
IC-F2821D 22	450-512 MHz full P25, keypad	\$1,079.30
IC-F2821D 22B	P25 Base station	\$1,189.11
IC-F2821D 23	400-470 Mhz upgradeable P25, keypad	\$ 806.34

IC-F2821D 23B	P25 Base station	\$ 916.15
IC-F2821D 24	450-512 MHz upgradeable P25, keypad	\$ 806.34
IC-F2821D 24B	P25 Base station	\$ 916.15
IC-F3021S 41	136-174MHz portable without keypad	\$ 213.35
IC-F3021S 41 DTC	With BC171 trickle charger	\$ 235.31
IC-F3021S 41 RC	With BC160 charger	\$ 244.73
IC-F3021T 01	136-174 MHz portable with keypad	\$ 229.04
IC-F3021T 01 DTC	With BC171 trickle charger	\$ 251.00
IC-F3021T 01 RC	With BC160 charger	\$ 260.41
IC-F3061S 11	136-174 Mhz, 12.5/25 kHz channel spacing, no keypad	\$ 367.09
IC-F3061S 11 DTC	With BC171 01 drop in trickle charger	\$ 389.05
IC-F3061S 11 DTC	F3061S portable with drop in trickle charger	\$ 389.05
IC-F3061S 11 RC	With BC160 01 rapid charger	\$ 398.46
IC-F3061T 01	136-174 MHz, 12.5/25 kHz channel spacing, with keypad	\$ 398.46
IC-F3061T 01 DTC	With BC171 01 drop in trickle charger	\$ 420.43
IC-F3061T 01 DTC	F3061T portable with drop in trickle charger	\$ 420.43
IC-F3061T 01 RC	With BC160 01 rapid charger	\$ 429.84
IC-F30GS 44	IS VHF Portable 136-174 MHz, multi mode (12.5 & 25 kHz) no keypad	\$ 407.88
IC-F30GS 44 DTC	IS VHF Portable with BC146 Drop in Trickle Charger & BC147A 11 AC Adapter	\$ 429.21
IC-F30GS 44 RC	IS VHF Portable with BC144 21 Rapid Charger	\$ 459.33
IC-F30GS 52	VHF Portable 136-174 MHz, multi mode (12.5 & 25 kHz) no keypad	\$ 367.09
IC-F30GS 52 DTC	VHF Portable with BC146 Drop in Trickle Charger & BC147A 11 AC Adapter	\$ 385.91
IC-F30GS 52 RC	VHF Portable with BC144 21 Rapid Charger	\$ 414.15
IC-F30GT 02	VHF Portable 136-174 MHz, multi mode (12.5 & 25 kHz)	\$ 411.01
IC-F30GT 02 DTC	VHF Portable with BC146 Drop in Trickle Charger & BC147A 11 AC Adapter	\$ 429.84
IC-F30GT 02 RC	VHF Portable with BC144 21 Rapid Charger	\$ 454.94
IC-F30GT 41	IS VHF Portable 136-174 MHz, multi mode (12.5 & 25 kHz)	\$ 454.94
IC-F30GT 41 DTC	IS VHF Portable with BC146 Drop in Trickle Charger & BC147A 11 AC Adapter	\$ 476.27
IC-F30GT 41 RC	IS VHF Portable with BC144 21 Rapid Charger	\$ 506.39
IC-F33GS 51	VHF Portable 136 - 174 MHz, no keypad Includes antenna, BP231 battery, MB94 Belt Clip and owners manual	\$ 232.18
IC-F33GS 51 DTC	F33GS portable with drop in trickle charger	\$ 254.14
IC-F33GS 51 RC	VHF Portable 136 - 174 MHz, no keypad Includes antenna, BP231 battery, BC119N 01 Rapid Charger (AD106 adapter cup included), MB94 Belt Clip and owners manual	\$ 260.41
IC-F33GS 54	VHF Portable 136-174 MHz, Without keypad Includes FASC25V antenna, BP232 battery, MB94 Belt Clip and owners manual	\$ 288.65
IC-F33GT 01	VHF Portable 136 - 174 MHz, with keypad Includes antenna, BP231 battery, MB94 Belt Clip and owners manual	\$ 245.35

IC-F33GT 01 DTC	F33GT portable with drop in trickle charger	\$ 267.32
IC-F33GT 01 RC	VHF Portable 136 - 174 MHz, with keypad Includes antenna, BP231 battery, BC119N 01 Rapid Charger (AD106 adapter cup included) MB94 Belt Clip and owners manual	\$ 272.96
IC-F3GS 86	146 -174MHz, 100 Channels, 12.5/25kHz; Includes radio, Antenna, BP209 battery, MB74N belt clip and owners manual.	\$ 229.04
IC-F3GS 86 DTC	146 -174MHz, 100 Channels, 12.5/25kHz; Includes radio, BC-146 01 Drop-In Trickle Charger & BC-147 AC Adapter, Antenna, BP209 battery, MB74N belt clip and owners manual.	\$ 251.00
IC-F3GS 86 RC	146 -174MHz, 100 Channels, 12.5/25kHz; Includes radio, BC-144 01 Rapid Charger, Antenna, BP209 battery, MB74N belt clip and owners manual	\$ 266.69
IC-F3GT 36	146 -174MHz, 100 Channels, 12.5/25 kHz; Includes radio, Antenna, BP209 battery, MB74N belt clip and owners manual.	\$ 249.12
IC-F3GT 36 DTC	146 -174MHz, 100 Channels, 12.5/25 kHz; Includes radio, BC-146 01 Drop-In Trickle Charger & BC-147 AC Adapter, Antenna, BP209 battery, MB74N belt clip and owners manual.	\$ 271.08
IC-F3GT 36 RC	146 -174MHz, 100 Channels, 12.5/25 kHz; Includes radio, BC-144 01 Rapid Charger, Antenna, BP209 battery, MB74N belt clip and owners manual	\$ 301.20
IC-F3GT LN 25	136 -150 MHz, 12.5 kHz Channel Spacing, 40 Channels Includes radio, Antenna, BP209 battery, MB68N belt clip and owners manual.	\$ 249.12
IC-F3GT LN 25 DTC	136 -150 MHz, 12.5 kHz Channel Spacing, 40 Channels. Includes radio, Antenna, BP209 battery, BC-146 01 Drop-In Trickle Charger & BC-147 AC Adapter MB68N belt clip and owners manual	\$ 271.08
IC-F3GT LN 25 RC	136 -150 MHz, 12.5 kHz Channel Spacing, 40 Channels. Includes radio, Antenna, BP209 battery, BC-144 01 Rapid Charger, MB68N belt clip and owners manual	\$ 301.20
IC-F3S HW 26	146 -174MHz, 25 kHz Channel Spacing Includes radio, FASC24V or FASC25U Antenna, BP196 battery, MB68 belt clip and owners manual.	\$ 225.90
IC-F3S HW 26 DTC	146 -174MHz, 25 kHz Channel Spacing Includes radio, FASC24V or FASC25U Antenna, BP196 battery, MB68 belt clip, owners manual and BC133 Drop-In Trickle Charger & BC122A AC Adapter	\$ 247.86
IC-F3S HW 26 RC	146 -174MHz, 25 kHz Channel Spacing Includes radio, FASC24V or FASC25U Antenna, BP196 battery, MB68 belt clip, owners manual and BC143 Rapid Charger	\$ 277.98
IC-F3S HW 26 TC	146 -174MHz, 25 kHz Channel Spacing Includes radio, FASC24V or FASC25U Antenna, BP196 battery, MB68 belt clip, owners manual and BC110 Trickle Charger	\$ 237.20
IC-F3S LN 33	VHF Portable (136-150 MHz, 12.5 kHz), includes radio, BP196 battery and FASC24V Flexible Antenna. This radio is an intercom. The power has been factory set at 1/10 of 1W as per army specifications. This radio is not for out of unit communications.	\$ 225.90

IC-F3S LN 33 DTC	VHF Portable (136-150 MHz, 12.5 kHz), includes radio, BP196 battery, BC133 Drop in Trickle Chgr / BC122A AC Adapter and FASC24V Flexible Antenna. This radio is an intercom. The power has been factory set at 1/10 of 1W as per army specifications. This ra	\$ 247.86
IC-F3S LN 33 RC	VHF Portable (136-150 MHz, 12.5 kHz), includes radio, BP196 battery, .BC143 Rapid Charger and FASC24V Flexible Antenna. This radio is an intercom. The power has been factory set at 1/10 of 1W as per army specifications. This radio is not for out of unit	\$ 277.98
IC-F3S LN 33 TC	VHF Portable (136-150 MHz, 12.5 kHz), includes radio, BP196 battery, BC110A Trickle Charger and FASC24V Flexible Antenna. This radio is an intercom. The power has been factory set at 1/10 of 1W as per army specifications. This radio is not for out of u	\$ 237.20
IC-F3S-SI-CO	Company Package, Soldier Intercom System	\$ 604.49
IC-F3S-SI-CO.1	Company Package w/Analyzer, Soldier Intercom System	\$ 1,332.81
IC-F3S-SI-IN	Individual Package, Soldier Intercom System	\$ 604.49
IC-F3S-SI-PL	Platoon Package, Soldier Intercom System	\$ 604.49
IC-F4021S 41	400-470 MHz portable without keypad	\$ 213.35
IC-F4021S 41 DTC	With BC171 trickle charger	\$ 235.31
IC-F4021S 41 RC	With BC160 charger	\$ 244.73
IC-F4021S 42	450-512 MHz portable without keypad	\$ 213.35
IC-F4021S 42 DTC	With BC171 trickle charger	\$ 235.31
IC-F4021S 42 RC	With BC160 charger	\$ 244.73
IC-F4021T 01	400-470 MHz portable with keypad	\$ 229.04
IC-F4021T 01 DTC	With BC171 trickle charger	\$ 251.00
IC-F4021T 01 RC	With BC160 charger	\$ 260.41
IC-F4021T 02	450-512 MHz portable with keypad	\$ 229.04
IC-F4021T 02 DTC	With BC171 trickle charger	\$ 251.00
IC-F4021T 02 RC	With BC160 charger	\$ 260.41
IC-F4061S 11	400-470 MHz, 12.5/25 channel spacing, no keypad	\$ 367.09
IC-F4061S 11	400-470MHz 4-Key	\$ 367.09
IC-F4061S 11 DTC	With BC171 01 drop in trickle charger	\$ 389.05
IC-F4061S 11 DTC	400-470MHz 4-Ke	\$ 389.05
IC-F4061S 11 RC	With BC160 01 rapid charger	\$ 398.46
IC-F4061S 11 RC	400-470MHz 4-Key	\$ 398.46
IC-F4061S 16	450-512 Mhz, 12.5/25 channel spacing, no keypad	\$ 367.09
IC-F4061S 16	450-512MHz 4-Key	\$ 367.09
IC-F4061S 16 DTC	With BC171 01 drop in trickle charger	\$ 389.05
IC-F4061S 16 DTC	450-512MHz 4-Ke	\$ 389.05
IC-F4061S 16 RC	With BC160 01 rapid charger	\$ 398.46
IC-F4061S 16 RC	450-512MHz 4-Key	\$ 398.46
IC-F4061T 01	400-470 MHz, 12.5/25 channel spacing, with keypad	\$ 398.46
IC-F4061T 01	400-470MHz 10-Key	\$ 398.46
IC-F4061T 01 DTC	With BC171 01 drop in trickle charger	\$ 420.43

IC-F4061T 01 DTC	400-470MHz 10Key	\$ 420.43
IC-F4061T 01 RC	With BC160 01 rapid charger	\$ 429.84
IC-F4061T 01 RC	400-470MHz 10-Key	\$ 429.84
IC-F4061T 06	450-512 MHz, 12.5/25 kHz channel spacing, with keypad	\$ 398.46
IC-F4061T 06	450-512MHz 10-Key	\$ 398.46
IC-F4061T 06 DTC	With BC171 01 drop in trickle charger	\$ 420.43
IC-F4061T 06 DTC	450-512MHz 10Key	\$ 420.43
IC-F4061T 06 RC	With BC160 01 rapid charger	\$ 429.84
IC-F4061T 06 RC	450-512MHz 10-Key	\$ 429.84
IC-F40GS 44	IS UHF Portable 400-430 MHz, multi mode (12.5 & 25 kHz) no keypad, IS VERSION	\$ 439.25
IC-F40GS 44 DTC	IS UHF Portable with BC146 Drop in Trickle Charger & BC147A 11 AC Adapter	\$ 460.59
IC-F40GS 44 RC	IS UHF Portable with BC144 21 Rapid Charger	\$ 490.71
IC-F40GS 45	IS UHF Portable 440-480 MHz, multi mode (12.5 & 25 kHz) no keypad, IS VERSION	\$ 439.25
IC-F40GS 45 DTC	IS UHF Portable with BC146 Drop in Trickle Charger & BC147A 11 AC Adapter	\$ 460.59
IC-F40GS 45 RC	IS UHF Portable with BC144 21 Rapid Charger	\$ 490.71
IC-F40GS 46	IS UHF Portable 480-512 MHz, multi mode (12.5 & 25 kHz) no keypad, IS VERSION	\$ 439.25
IC-F40GS 46 DTC	IS UHF Portable with BC146 Drop in Trickle Charger & BC147A 11 AC Adapter	\$ 460.59
IC-F40GS 46 RC	IS UHF Portable with BC144 21 Rapid Charger	\$ 490.71
IC-F40GS 51	UHF Portable 400-430 MHz, multi mode (12.5 & 25 kHz) no keypad	\$ 395.33
IC-F40GS 51 DTC	UHF Portable with BC146 Drop in Trickle Charger & BC147A 11 AC Adapter	\$ 414.15
IC-F40GS 51 RC	UHF Portable with BC144 21 Rapid Charger	\$ 442.39
IC-F40GS 52	UHF Portable 440-480 MHz, multi mode (12.5 & 25 kHz) no keypad	\$ 395.33
IC-F40GS 52 DTC	UHF Portable with BC146 Drop in Trickle Charger & BC147A 11 AC Adapter	\$ 414.15
IC-F40GS 52 RC	UHF Portable with BC144 21 Rapid Charger	\$ 442.39
IC-F40GS 53	UHF Portable 480-512 MHz, multi mode (12.5 & 25 kHz) no keypad	\$ 395.33
IC-F40GS 53 DTC	UHF Portable with BC146 Drop in Trickle Charger & BC147A 11 AC Adapter	\$ 414.15
IC-F40GS 53 RC	UHF Portable with BC144 21 Rapid Charger	\$ 442.39
IC-F40GT 01	UHF Portable 400-430 MHz, multi mode (12.5 & 25 kHz)	\$ 439.25
IC-F40GT 01 DTC	UHF Portable with BC146 Drop in Trickle Charger & BC147A 11 AC Adapter	\$ 458.08
IC-F40GT 01 RC	UHF Portable with BC144 21 Rapid Charger	\$ 483.18
IC-F40GT 02	UHF Portable 440-480 MHz, multi mode (12.5 & 25 kHz)	\$ 439.25

IC-F40GT 02 DTC	UHF Portable with BC146 Drop in Trickle Charger & BC147A 11 AC Adapter	\$458.08
IC-F40GT 02 RC	UHF Portable with BC144 21 Rapid Charger	\$ 483.18
IC-F40GT 03	UHF Portable 480-512 MHz, multi mode (12.5 & 25 kHz)	\$ 439.25
IC-F40GT 03 DTC	UHF Portable with BC146 Drop in Trickle Charger & BC147A 11 AC Adapter	\$ 458.08
IC-F40GT 03 RC	UHF Portable with BC144 21 Rapid Charger	\$ 483.18
IC-F40GT 41	IS UHF Portable 400-430 MHz, multi mode (12.5 & 25 kHz),	\$ 486.31
IC-F40GT 41 DTC	IS UHF Portable with BC146 Drop in Trickle Charger & BC147A 11 AC Adapter	\$ 507.65
IC-F40GT 41 RC	IS UHF Portable with BC144 21 Rapid Charger	\$ 537.77
IC-F40GT 42	IS UHF Portable 440-480 MHz, multi mode (12.5 & 25 kHz)	\$ 486.31
IC-F40GT 42 DTC	IS UHF Portable with BC146 Drop in Trickle Charger & BC147A 11 AC Adapter	\$ 507.65
IC-F40GT 42 RC	IS UHF Portable with BC144 21 Rapid Charger	\$ 537.77
IC-F40GT 43	IS UHF Portable 480-512 MHz, multi mode (12.5 & 25 kHz)	\$ 486.31
IC-F40GT 43 DTC	IS UHF Portable with BC146 Drop in Trickle Charger & BC147A 11 AC Adapter	\$ 507.65
IC-F40GT 43 RC	IS UHF Portable with BC144 21 Rapid Charger	\$ 537.77
IC-F420 55	UHF Mobile 400-430 MHz	\$ 288.65
IC-F420 55B	UHF Mobile Installed in ASTSS12IC Base Station Power Supply	\$ 389.05
IC-F43GS 81	UHF Portable 400-470 MHz, no keypad Includes antenna, BP231 battery, BC119N 01 Rapid Charger (AD106 adapter cup included), MB94 Belt Clip, and owners manual	\$ 245.35
IC-F43GS 81 RC	UHF Portable 400-470 MHz, no keypad Includes antenna, BP231 battery, MB94 Belt Clip, and owners manual	\$ 272.96
IC-F43GS 81 DTC	F43GS portable with drop in trickle charger	\$ 267.32
IC-F43GS 82	UHF Portable 450-512 MHz, no keypad Includes antenna, BP231 battery, BC119N 01 Rapid Charger (AD106 adapter cup included), MB94 Belt Clip, and owners manual	\$ 245.35
IC-F43GS 82 DTC	F43GS portable with drop in trickle charger	\$ 267.32
IC-F43GS 82 RC	UHF Portable 450-512 MHz, no keypad Includes antenna, BP231 battery, BC119N 01 Rapid Charger (AD106 adapter cup included), MB94 Belt Clip, and owners manual	\$ 272.96
IC-F43GT 31	UHF Portable 400-470 MHz, With keypad Includes antenna, 1 BP231 battery, MB94 Belt Clip, and owners manual	\$ 259.16
IC-F43GT 31 DTC	F43GT portable with drop in trickle charger	\$ 281.12
IC-F43GT 31 RC	UHF Portable 400-470 MHz, With keypad Includes antenna, 1 BP231 battery, BC119N 01 Rapid Charger (AD106 adapter cup included), MB94 Belt Clip, and owners manual	\$ 285.51
IC-F43GT 32	UHF Portable 450-512 MHz, With keypad Includes antenna, 1 BP231 battery, MB94 Belt Clip, and owners manual	\$ 259.16

IC-F43GT 32 DTC	F43GT portable with drop in trickle charger	\$ 281.12
IC-F43GT 32 RC	UHF Portable 450-512 MHz, With keypad Includes antenna, 1 BP231 battery, BC119N 01 Rapid Charger (AD106 adapter cup included), MB94 Belt Clip, and owners manual	\$ 285.51
IC-F43TR 01	400-470 MHz, multi mode (12.5/25 kHz) with keypad	\$ 304.34
IC-F43TR 01 RC	400-470 MHz, multi mode (12.5/25 kHz) with keypad With BC-119N rapid charger (comes with AD106 adapter cup)	\$ 335.71
IC-F43TR 02	450-512 MHz, multi mode (12.5/25 kHz) with keypad	\$ 304.34
IC-F43TR 02 RC	450-512 MHz, multi mode (12.5/25 kHz) with keypad With BC-119N rapid charger (comes with AD106 adapter cup)	\$ 335.71
IC-F43TR 51	400-470 MHz, multi-mode (12.5/25 kHz) without keypad	\$ 288.65
IC-F43TR 51 RC	400-470 MHz, multi-mode (12.5/25 kHz) without keypad With BC-119N rapid charger (comes with AD106 adapter cup)	\$ 320.03
IC-F43TR 52	450-512 MHz, multi-mode (12.5/25 kHz) without keypad	\$ 288.65
IC-F43TR 52 RC	450-512 MHz, multi-mode (12.5/25 kHz) without keypad With BC-119N rapid charger (comes with AD106 adapter cup)	\$ 320.03
IC-F4GS 90	UHF Portable 440-470 MHz, 100 Channels, 12.5/25kHz	\$ 249.12
IC-F4GS 90 DTC	UHF Portable 440-470 MHz, 100 Channels, 12.5/25kHz With BC-146 01 Drop-In Trickle Charger & BC-147 AC Adapter	\$ 271.08
IC-F4GS 90 RC	UHF Portable 440-470 MHz, 100 Channels, 12.5/25kHz With BC-144 01 Rapid Charger	\$ 286.77
IC-F4GT 40	UHF Portable 440-470 MHz, 100 Channels, 12.5/25kHz	\$ 281.75
IC-F4GT 40 DTC	UHF Portable 440-470 MHz, 100 Channels, 12.5/25kHz With BC-146 01 Drop-In Trickle Charger & BC-147 AC Adapter	\$ 303.08
IC-F4GT 40 RC	UHF Portable 440-470 MHz, 100 Channels, 12.5/25kHz With BC-144 01 Rapid Charger	\$ 333.20
IC-F4TR 01	UHF Portable 450-490 MHz, multi mode (12.5/25 kHz) with keypad	\$ 354.54
IC-F4TR 01 DTC	UHF Portable with BC133 Drop in Trickle Charger & BC122A AC Adapter	\$ 375.87
IC-F4TR 01 RC	UHF Portable with BC143 Rapid Charger	\$ 405.99
IC-F4TR 01 TC	UHF Portable with BC110 Trickle Charger	\$ 365.21
IC-F4TR 01 WWBP196	450-490 MHz, multi mode (12.5.25 kHz) with keypad & WWBP196M	\$ 354.54
IC-F4TR 01 WWBP196 DTC	450-490 MHz, multi mode (12.5.25 kHz) with keypad & WWBP196M With BC-133 Drop-In Trickle Charger & BC-122A AC Adapter	\$ 375.87
IC-F4TR 01 WWBP196 RC	450-490 MHz, multi mode (12.5.25 kHz) with keypad & WWBP196M With WW MC1C196 Rapid Charger	\$ 405.99
IC-F4TR 01 WWBP196 TC	450-490 MHz, multi mode (12.5.25 kHz) with keypad & WWBP196M With BC-110 Trickle Charger	\$ 365.21
IC-F4TR 02	400-430 MHz, multi mode (12.5.25 kHz) w/ keypad	\$ 354.54
IC-F4TR 02 DTC	400-430 MHz, multi mode (12.5.25 kHz) w/ keypad w/ BC-133 Drop-In Trickle Charger & BC-122A AC Adapter	\$ 375.87

IC-F4TR 02 RC	400-430 MHz, multi mode (12.5.25 kHz) w/ keypad w/ BC-143 Rapid Charger	\$ 405.99
IC-F4TR 02 TC	400-430 MHz, multi mode (12.5.25 kHz) w/ keypad w/ BC-110 Trickle Charger	\$ 365.21
IC-F4TR 02 WWBP196	400-430 MHz, multi mode (12.5.25 kHz) with keypad & WWBP196M	\$ 354.54
IC-F4TR 02 WWBP196 DTC	400-430 MHz, multi mode (12.5.25 kHz) with keypad & WWBP196M With BC-133 Drop-In Trickle Charger & BC-122A AC Adapter	\$ 375.87
IC-F4TR 02 WWBP196 RC	400-430 MHz, multi mode (12.5.25 kHz) with keypad & WWBP196M With WW MC1C196 Rapid Charger	\$ 405.99
IC-F4TR 02 WWBP196 TC	400-430 MHz, multi mode (12.5.25 kHz) with keypad & WWBP196M With BC-110 Trickle Charger	\$ 365.21
IC-F4TR 03	480-512 MHz, multi mode (12.5.25 kHz) w/ keypad	\$ 354.54
IC-F4TR 03 DTC	480-512 MHz, multi mode (12.5.25 kHz) w/ keypad w/ BC-133 Drop-In Trickle Charger & BC-122A AC Adapter	\$ 375.87
IC-F4TR 03 RC	480-512 MHz, multi mode (12.5.25 kHz) w/ keypad w/ BC-143 Rapid Charger	\$ 405.99
IC-F4TR 03 TC	480-512 MHz, multi mode (12.5.25 kHz) w/ keypad w/ BC-110 Trickle Charger	\$ 365.21
IC-F4TR 03 WWBP196	480-512 MHz, multi mode (12.5.25 kHz) with keypad & WWBP196M	\$ 354.54
IC-F4TR 03 WWBP196 DTC	480-512 MHz, multi mode (12.5.25 kHz) with keypad & WWBP196M With BC-133 Drop-In Trickle Charger & BC-122A AC Adapter	\$ 375.87
IC-F4TR 03 WWBP196 RC	480-512 MHz, multi mode (12.5.25 kHz) with keypad & WWBP196M With WW MC1C196 Rapid Charger	\$ 405.99
IC-F4TR 03 WWBP196 TC	480-512 MHz, multi mode (12.5.25 kHz) with keypad & WWBP196M With BC-110 Trickle Charger	\$ 365.21
IC-F4TR 11	UHF Portable 450-490 MHz, multi mode (12.5/25 kHz) without keypad	\$ 338.22
IC-F4TR 11 DTC	UHF Portable with BC133 Drop in Trickle Charger & BC122A AC Adapter	\$ 359.56
IC-F4TR 11 RC	UHF Portable with BC143 Rapid Charger	\$ 389.68
IC-F4TR 11 TC	UHF Portable with BC110 Trickle Charger	\$ 348.89
IC-F4TR 11 WWBP196	450-490 MHz, multi mode (12.5.25 kHz) without keypad & WWBP196M	\$ 338.22
IC-F4TR 11 WWBP196 DTC	450-490 MHz, multi mode (12.5.25 kHz) without keypad & WWBP196M With BC-133 Drop-In Trickle Charger BC-122A AC Adapter	\$ 359.56
IC-F4TR 11 WWBP196 RC	450-490 MHz, multi mode (12.5.25 kHz) without keypad & WWBP196M With WW MC1C196 Rapid Charger	\$ 389.68
IC-F4TR 11 WWBP196 TC	450-490 MHz, multi mode (12.5.25 kHz) without keypad & WWBP196M With BC-110 Trickle Charger	\$ 348.89
IC-F4TR 12	400-430 MHz, multi mode (12.5.25 kHz) w/out keypad	\$ 338.22
IC-F4TR 12 DTC	400-430 MHz, multi mode (12.5.25 kHz) w/out keypad w/ BC-133 Drop-In Trickle Charger & BC-122A AC Adapter	\$ 359.56
IC-F4TR 12 RC	400-430 MHz, multi mode (12.5.25 kHz) w/out keypad w/ BC-143 Rapid Charger	\$ 389.68

IC-F4TR 12 TC	400-430 MHz, multi mode (12.5.25 kHz) w/out keypad w/ BC-110 Trickle Charger	\$ 348.89
IC-F4TR 12 WWBP196	400-430 MHz, multi mode (12.5.25 kHz) without keypad & WWBP196M	\$ 338.22
IC-F4TR 12 WWBP196 DTC	400-430 MHz, multi mode (12.5.25 kHz) without keypad & WWBP196M With BC-133 Drop-In Trickle Charger & BC-122A AC Adapter	\$ 359.56
IC-F4TR 12 WWBP196 RC	400-430 MHz, multi mode (12.5.25 kHz) without keypad & WWBP196M With WW MC1C196 Rapid Charger	\$ 389.68
IC-F4TR 12 WWBP196 TC	400-430 MHz, multi mode (12.5.25 kHz) without keypad & WWBP196M With BC-110 Trickle Charger	\$ 348.89
IC-F4TR 13	480-512 MHz, multi mode (12.5.25 kHz) w/out keypad	\$ 338.22
IC-F4TR 13 DTC	480-512 MHz, multi mode (12.5.25 kHz) w/out keypad w/ BC-133 Drop-In Trickle Charger & BC-122A AC Adapter	\$ 359.56
IC-F4TR 13 RC	480-512 MHz, multi mode (12.5.25 kHz) w/out keypad w/ BC-143 Rapid Charger	\$ 389.68
IC-F4TR 13 TC	480-512 MHz, multi mode (12.5.25 kHz) w/out keypad w/ BC-110 Trickle Charger	\$ 348.89
IC-F4TR 13 WWBP196	480-512 MHz, multi mode (12.5.25 kHz) without keypad & WWBP196M	\$ 338.22
IC-F4TR 13 WWBP196 DTC	480-512 MHz, multi mode (12.5.25 kHz) without keypad & WWBP196M With BC-133 Drop-In Trickle Charger & BC-122A AC Adapter	\$ 359.56
IC-F4TR 13 WWBP196 RC	480-512 MHz, multi mode (12.5.25 kHz) without keypad & WWBP196M With WW MC1C196 Rapid Charger	\$ 389.68
IC-F4TR 13 WWBP196 TC	480-512 MHz, multi mode (12.5.25 kHz) without keypad & WWBP196M With BC-110 Trickle Charger	\$ 348.89
IC-F50 01	VHF 136-174MHz Includes: BP227 Battery, FAS59V Antenna, MB98 Belt Clip and owners manual	\$ 313.75
IC-F50 01 DTC	VHF 136-174MHz Includes: BC152 Stand-type Charger, BC147 AC Adapter for BC152, BP227 Battery, FAS59V Antenna, MB98 Belt Clip and owners manual.	\$ 335.71
IC-F50 01 RC	VHF 136-174MHz Includes: BC119N 01 Rapid Charger w/AD100 adapter, BP227 Battery, FAS59V Antenna, MB98 Belt Clip and owners manual.	\$ 365.83
IC-F50 11	VHF 136-174MHz Includes: UT110 01 Scrambler, BP227 Battery, FAS59V Antenna, MB98 Belt Clip and owners manual.	\$ 407.88
IC-F50 11 DTC	VHF 136-174MHz Includes: UT110 01 Scrambler, BC152 Stand-type Charger, BC147 AC Adapter for BC152, BP227 Battery, FAS59V Antenna, MB98 Belt Clip and owners manual.	\$ 429.84
IC-F50 11 RC	VHF 136-174MHz Includes: UT110 01 Scrambler, BC119N 01 Rapid Charger w/AD100 adapter, BP227 Battery, FAS59V Antenna, MB98 Belt Clip and owners manual.	\$ 459.96
IC-F50 21	136-174 MHz portable with MDC1200	\$ 313.75
IC-F50 21 DTC	With BC152 and BC147A trickle charger	\$ 335.71
IC-F50 21 RC	With BC119N rapid charger	\$ 365.83

IC-F50 61	VHF 136-174MHz Includes: UT110 scrambler, BP227FM Battery, FAS59V Antenna, MB98 Belt Clip & owners manual. (IS VERSION)	\$ 423.56
IC-F50 61 DTC	VHF 136-174MHz Includes: UT110 scrambler, BC152 Stand-type Charger, BC147 AC Adapter for BC152, BP227FM Battery, FAS59V Antenna, MB98 Belt Clip & owners manual. (IS VERSION)	\$ 445.53
IC-F50 61 RC	VHF 136-174MHz Includes: UT110 scrambler, BC119N 01 Rapid Charger w/AD100 adapter, BP227FM Battery, FAS59V Antenna, MB98 Belt Clip & owners manual. (IS VERSION)	\$ 473.76
IC-F521 10	VHF Mobile 135-174 MHz, 50W	\$ 298.06
IC-F521 10B	VHF Mobile installed in ASTSS12IC Base Station Power Supply	\$ 398.46
IC-F60 01	UHF 400-470 MHz Includes: BP227 Battery, FAS27U Antenna, MB98 Belt Clip and owners manual.	\$ 326.30
IC-F60 01 DTC	UHF 400-470 MHz Includes: BC152 Stand-type Charger, BC147 AC Adapter for BC152, BP227 Battery, FAS27U Antenna, MB98 Belt Clip and owners manual.	\$ 348.26
IC-F60 01 RC	UHF 400-470 MHz Includes: BC119N 01 Rapid Charger w/AD100 adapter, BP227 Battery, FAS27U Antenna, MB98 Belt Clip and owners manual.	\$ 378.38
IC-F60 02	UHF 450-512 MHz Includes: BP227 Battery, FAS56U Antenna, MB98 Belt Clip and owners manual.	\$ 326.30
IC-F60 02 DTC	UHF 450-512 MHz Includes: BC152 Stand-type Charger, BC147 AC Adapter for BC152, BP227 Battery, FAS56U Antenna, MB98 Belt Clip and owners manual.	\$ 348.26
IC-F60 02 RC	UHF 450-512 MHz Includes: BC119N 01 Rapid Charger w/AD100 adapter, BP227 Battery, FAS56U Antenna, MB98 Belt Clip and owners manual.	\$ 378.38
IC-F60 11	UHF 400-470 MHz Includes: BP227 Battery, FAS27U Antenna, MB98 Belt Clip and owners manual.	\$ 420.43
IC-F60 11 DTC	UHF 400-470 MHz Includes: BC152 Stand-type Charger, BC147 AC Adapter for BC152, BP227 Battery, FAS27U Antenna, MB98 Belt Clip and owners manual.	\$ 442.39
IC-F60 11 RC	UHF 400-470 MHz Includes: BC119N 01 Rapid Charger w/AD100 adapter, BP227 Battery, FAS27U Antenna, MB98 Belt Clip and owners manual.	\$ 472.51
IC-F60 12	UHF 450-512 MHz Includes: BP227 Battery, FAS56U Antenna, MB98 Belt Clip and owners manual.	\$ 420.43
IC-F60 12 DTC	UHF 450-512 MHz Includes: BC152 Stand-type Charger, BC147 AC Adapter for BC152, BP227 Battery, FAS56U Antenna, MB98 Belt Clip and owners manual.	\$ 442.39
IC-F60 12 RC	UHF 450-512 MHz Includes: BC119N 01 Rapid Charger w/AD100 adapter, BP227 Battery, FAS56U Antenna, MB98 Belt Clip and owners manual.	\$ 472.51
IC-F60 21	400-470 MHz portable with MDC1200	\$ 326.30

IC-F60 21 DTC	With BC152 and BC147A trickle charger	\$ 348.26
IC-F60 21 RC	With BC119N rapid charger	\$ 378.38
IC-F60 22	450-512 MHz portable with MDC1200	\$ 326.30
IC-F60 22 DTC	With BC152 and BC147A trickle charger	\$ 348.26
IC-F60 22 RC	With BC119N rapid charger	\$ 378.38
IC-F60 61	UHF 400-470 MHz Includes: UT110 scrambler, BP227FM Battery, FAS27U Antenna, MB98 Belt Clip & owners manual. (IS VERSION)	\$ 436.11
IC-F60 61 DTC	UHF 400-470 MHz Includes: UT110 scrambler, BC152 Stand-type Charger, BC147 AC Adapter for BC152, BP227FM Battery, FAS27U Antenna, MB98 Belt Clip & owners manual. (IS VERSION)	\$ 458.08
IC-F60 61 RC	UHF 400-470 MHz Includes: UT110 scrambler, BC119N 01 Rapid Charger w/AD100 adapter, BP227FM Battery, FAS27U Antenna, MB98 Belt Clip & owners manual. (IS VERSION)	\$ 486.31
IC-F60 62	UHF 450-512 MHz Includes: UT110 scrambler, BP227FM Battery, FAS56U Antenna, MB98 Belt Clip & owners manual. (IS VERSION)	\$ 436.11
IC-F60 62 DTC	UHF 450-512 MHz Includes: UT110 scrambler, BC152 Stand-type Charger, BC147 AC Adapter for BC152, BP227FM Battery, FAS56U Antenna, MB98 Belt Clip & owners manual. (IS VERSION)	\$ 458.08
IC-F60 62 RC	UHF 450-512 MHz Includes: UT110 scrambler, BC119N 01 Rapid Charger w/AD100 adapter, BP227FM Battery, FAS56U Antenna, MB98 Belt Clip & owners manual. (IS VERSION)	\$ 486.31
IC-F621 22	UHF Mobile 440-490 MHz, 45W	\$ 313.75
IC-F621 22B	UHF Mobile installed in ASTSS12IC Base Station Power Supply	\$ 414.15
IC-F621 72	Trunking mobile 440-490 MHz	\$ 313.75
IC-F621 72 B	Trunking mobile 440-490 MHz installed in ASTSS12IC base station power supply	\$ 420.43
IC-F621 92	UHF Mobile 440-490 MHz, 45W, 256 channels Includes HM100N microphone, mounting bracket, power cable and owners manual	\$ 326.30
IC-F7000 02	1.6-28 MHz Mobile (FOR EXPORT ONLY)	\$ 1,882.50
IC-F70DS 01	136-174 MHz full P25, no keypad	\$ 1,016.55
IC-F70DS 01 RC	136-174 MHz full P25, no keypad with BC119N rapid charger and AD110 adapter cup	\$ 1,066.75
IC-F70DS 02	136-174 MHz upgradeable P25, no keypad	\$ 743.59
IC-F70DS 02 RC	136-174 MHz upgradeable P25, no keypad with BC119N rapid charger and AD110 adapter cup	\$ 793.79
IC-F70DT 11	136-174 MHz full P25, keypad	\$ 1,079.30
IC-F70DT 11 RC	136-174 MHz full P25, keypad with BC119N rapid charger and AD110 adapter cup	\$ 1,129.50
IC-F70DT 12	136-174 MHz upgradeable P25, keypad	\$ 806.34
IC-F70DT 12 RC	136-174 MHz upgradeable P25, keypad with BC119N rapid charger and AD110 adapter cup	\$ 856.54
IC-F70S 03	136-174 MHz, analog, no keypad	\$ 520.83

IC-F70S 03 RC	136-174 MHz, analog, no keypad with BC119N rapid charger and AD110 adapter cup	\$ 571.03
IC-F70T 13	136-174 MHz, analog, with keypad	\$ 583.58
IC-F70T 13 RC	136-174 MHz, analog, with keypad with BC119N rapid charger and AD110 adapter cup	\$ 633.78
IC-F80DS 01	400-470 MHz full P25, no keypad	\$ 1,016.55
IC-F80DS 01 RC	400-470 MHz full P25, no keypad with BC119N rapid charger and AD110 adapter cup	\$ 1,066.75
IC-F80DS 02	450-512 MHz full P25, no keypad	\$ 1,016.55
IC-F80DS 02 RC	450-512 MHz full P25, no keypad with BC119N rapid charger and AD110 adapter cup	\$ 1,066.75
IC-F80DS 03	400-470 MHz upgradeable P25, no keypad	\$ 743.59
IC-F80DS 03 RC	400-470 MHz upgradeable P25, no keypad with BC119N rapid charger and AD110 adapter cup	\$ 793.79
IC-F80DS 04	450-512 MHz upgradeable P25, no keypad	\$ 743.59
IC-F80DS 04 RC	450-512 MHz upgradeable P25, no keypad with BC119N rapid charger and AD110 adapter cup	\$ 793.79
IC-F80DS 31	380-450 MHz, Non Key Pad, Full P25	\$ 1,059.22
IC-F80DS 32	400-470 MHz, Non Key Pad, Full P25	\$ 1,151.46
IC-F80DT 21	400-470 MHz full P25, keypad	\$ 1,079.30
IC-F80DT 21 RC	400-470 MHz full P25, keypad with BC119N rapid charger and AD110 adapter cup	\$ 1,129.50
IC-F80DT 22	450-512 MHz full P25, keypad	\$ 1,079.30
IC-F80DT 22 RC	450-512 MHz full P25, keypad with BC119N rapid charger and AD110 adapter cup	\$ 1,129.50
IC-F80DT 23	400-470 MHz upgradeable P25, keypad	\$ 806.34
IC-F80DT 23 RC	400-470 MHz upgradeable P25, keypad with BC119N rapid charger and AD110 adapter cup	\$ 856.54
IC-F80DT 24	450-512 MHz upgradeable P25, keypad	\$ 806.34
IC-F80DT 24 RC	450-512 MHz upgradeable P25, keypad with BC119N rapid charger and AD110 adapter cup	\$ 856.54
IC-F80DT 35	380-450 MHz, 450-520 MHz, Keypad, Full P25	\$ 1,214.21
IC-F80DT 36	400-470 MHz, 450-520 MHz, Keypad, Full P25	\$ 1,214.21
IC-F80S 05	400-470 MHz, analog, no keypad	\$ 520.83
IC-F80S 05 RC	400-470 MHz, analog, no keypad with BC119N rapid charger and AD110 adapter cup	\$ 571.03
IC-F80S 06	450-512 MHz, analog, no keypad	\$ 520.83
IC-F80S 06 RC	450-512 MHz, analog, no keypad with BC119N rapid charger and AD110 adapter cup	\$ 571.03
IC-F80T 25	400-470 MHz, analog, with keypad	\$ 583.58
IC-F80T 25 RC	400-470 MHz, analog, with keypad with BC119N rapid charger and AD110 adapter cup	\$ 633.78
IC-F80T 26	450-512 MHz, analog, with keypad	\$ 583.58

IC-F80T 26 RC	450-512 MHz, analog, with keypad with BC119N rapid charger and AD110 adapter cup	\$ 633.78
<b>Repeaters</b>		
CY F121S	VHF Repeater 136-174 MHz, 2 - 45W, 12.5/25 kHz	\$ 834.58
CY F121S DP	VHF Repeater 136-174 MHz, 2 - 45W, 12.5/25 kHz with power supply and duplexer	\$ 1,149.58
CY F121S P	VHF Repeater 136-174 MHz, 2 - 45W, 12.5/25 kHz with power supply	\$ 887.91
CY F221S	UHF Repeater 440-490 MHz, 2 - 45W, 12.5/25 kHz	\$ 834.58
CY F221S DP	UHF Repeater 440-490 MHz, 2 - 45W, 12.5/25 kHz with power supply and duplexer	\$ 1,149.58
CY F221S P	UHF Repeater 440-490 MHz, 2 - 45W, 12.5/25 kHz with power supply	\$ 887.91
DRB-BABXX1-U	DC - Direct, single channel, base station, UHF 50W	\$ 11,126.20
DRB-BABXX1-VH	DC - Direct, single channel, base station, VHF 100W	\$ 10,653.07
DRB-BXBXX1-UL-UL	DC - Direct, dual channel, base station, UHF 50W	\$ 18,701.38
DRB-BXBXX1-VH-UL	DC - Direct, dual channel, base station, VHF/UHF	\$ 18,227.62
DRB-CABXX1-UL	DC - Revert, single channel, base station, UHF 50W	\$ 11,915.60
DRB-CABXX1-VH	DC - Revert, single channel, base station, VHF 100W	\$ 11,441.84
DRB-CXBXX1-UL-UL	DC - Revert, dual channel, base station, UHF 50W	\$ 20,279.55
DRB-CXBXX1-VH-UL	DC - Revert, dual channel, base station, VHF/UHF	\$ 19,805.78
DRB-CXBXX1-VH-VH	DC - Revert, dual channel, base station, VHF 100W	\$ 19,332.65
IAS 100WU 01	400-430 MHz Base/Repeater UHF	\$ 3,358.17
IAS 100WU 03	450-480 MHz Base/Repeater UHF	\$ 3,358.17
IAS 100WV	Base/Repeater VHF	\$ 2,866.63
IAS VOTING RECEIVER U	UHF voting receiver, includes Pilot tone generator, 3 cavity band pass filter, PS and battery back up	\$ 1,037.16
IAS VOTING RECEIVER V-HI	VHF voting receiver, includes Pilot tone generator, 3 cavity band pass filter, PS and battery back up	\$ 1,024.79
IAS VOTING RECEIVER V-LO	VHF voting receiver, includes Pilot tone generator, 3 cavity band pass filter, PS and battery back up	\$ 1,024.79
IC-FR3000 02	150-174MHz Repeater	\$ 1,305.20
IC-FR4000 01	400-430MHz Repeater	\$ 1,349.13
IC-FR4000 03	450-480MHz Repeater	\$ 1,349.13
X BAND 50	50 W VHF - 45W UHF C/Band Repeater - base, includes P/Supply and battery back up	\$ 1,149.58
X BAND 50 AIR U	45W FM UHF - 36 W (PEP) AM C/B repeater - base, includes P/Supply and battery back up	\$ 1,471.22
X BAND 50 AIR V	50W FM VHF - 36W (PEP) AM C/B repeater - base, includes P/supply and battery back up	\$ 1,471.22
X BAND 50 U-U	45W UHF in-band repeater - base, includes P/Supply and battery back up	\$ 1,179.15

X BAND 50 V-V	50W VHF in band link repeater - base, includes P/ Supply and battery back up	\$ 1,149.55
<b>Receivers</b>		
IC-PCR2500 25	PC controlled receiver - blocked	\$ 784.35
IC-PCR2500 30	PC controlled receiver - unblocked	\$ 784.35
IC-R1500 05	Receiver - blocked	\$ 667.80
IC-R1500 10	Receiver - unblocked	\$ 667.80
IC-R20 06	Blocked Communications All Band Receiver Wide Coverage .03-60 MHz Includes BP206 battery cell assembly, BC149A/D Wall Charger, MB98 Belt clip, handstrap and antenna	\$ 488.25
IC-R20 11	Unblocked Communications All Band Receiver Wide Coverage .03-60 MHz Includes BP206 battery cell assembly, BC149A/D Wall Charger, MB98 Belt clip, handstrap and antenna	\$ 488.25
IC-R3 26	Handheld Communications Receiver	\$ 330.75
IC-R3 27	Handheld Communications Receiver * Unblocked	\$ 463.05
IC-R5 06	Handheld Communications Receiver	\$ 189.00
IC-R5 11	Handheld Communications Receiver - Unblocked	\$ 189.00
IC-R8500 12	0.1-2000 MHz receiver - unblocked	\$ 1,612.80
IC-R8500 12K	0.1-2000 MHz receiver - unblocked with AD55A	\$ 1,612.80
IC-R8500 12KE	0.1-2000 MHz receiver - unblocked with AD55E	\$ 1,612.80
<b>Amateur</b>		
IC-208H 05	VHF/UHF Mobile Transceiver Includes; Radio, HM133 microphone, Mobile mounting bracket kit, OPC132 DC power cable, OPC600/R 3.5 separation cable and owners manual.	\$ 311.85
IC-2200H 05	Rugged 2M Mobile	\$170.10
IC-2720H 05	VHF/UHF Mobile Transceiver / Includes radio, HM133 microphone, MB84 mounting bracket, OPC346 DC power cable and owners manual.	\$ 378.00
IC-7000 05	HF/6m/2m/70cm Mobile	\$ 1,430.10
IC-703PLUS 15	HF + 6M Transceiver Includes HM-103 microphone, DC Power cable, Electronic Keyer Plug, RTTY Key Plug, ACC Cable and owners manual	\$ 674.10
IC-706MKIIG	HF/VHF All Mode Transceiver	\$ 924.53
IC-718 02	HF/VHF All Mode Transceiver	\$ 579.60
IC-746PRO 02	HF + 50 + 144MHz All Mode Transceiver	\$ 1,782.90
IC-756PRO3 32	756PRO3 32 HF + 6M	\$ 2,894.85
IC-7800 02	HF Transceiver 50MHz Includes CIF Memory card (64MB), spare fuses, ACC plugs and rack mount handles	\$ 10,604.99
IC-910H 06	VHF/UHF All Mode Transceiver	\$ 1,288.35
IC-91A 25	Analog dual band handheld	\$ 352.80
IC-91AD 05	Digital dual band handheld	\$ 494.55
IC-ID1 24	AMBE	\$ 954.45
IC-ID800H 05	Digital Dual Band Transceiver 2M/430 MHz	\$ 589.05
IC-IDRP2C 06	Repeater Controller D-Star	\$ 1,332.45
IC-IDRP2C/2D	D Star Repeater package (Controller and data repeater)	\$ 2,097.90

IC-IDRP2C/2V	D Star Repeater package (Controller and data repeater)	\$ 3,885.53
IC-IDRP2D 06	Data Repeater D-Star	\$ 1,015.88
IC-IDRP2D/V + LINK PACKAGE	Complete D/V Repeater package with Backbone link (includes ID-RP2C/2D/2V)	\$ 9,043.65
IC-IDRP2D/V PACKAGE	Complete D/V Repeater package (includes ID-RP2C/2D/2V)	\$ 4,791.15
IC-IDRP2L 06	10GHz Backbone	\$ 4,756.50
IC-IDRP2V 06	Voice Repeater D-Star	\$ 3,012.98
IC-P7A 05	Micro Dual Band Handheld	\$ 233.10
IC-T7H SPORT 36	Dual Band portable with BP170	\$ 154.35
IC-T90A 05	VHF/UHF Transceiver Includes radio, BP217 battery, BC110AR wall charger, FAS6270D antenna, belt clip, handstrap and owners manual	\$ 255.15
IC-U82 25	Digital UHF with BP222N	\$ 157.50
IC-U82 SPORT 15	Digital handheld with BP208N alkaline battery case	\$ 133.88
IC-V8000 25	VHF Mobile Transceiver / Includes radio, HM133V microphone, V8000 MMB mobile mounting bracket, OPC346 DC power cable and owners manual.	\$ 189.00
IC-V82 25	Digital VHF with BP222N	\$ 157.50
IC-V82 SPORT 15	Digital V8 with BP208N alkaline battery case	\$ 133.88
V8 SPORT 15	V8 with BP208N	\$ 94.50

**Spare and repair parts (SIN 132-12 under GSA contract # GS-35F-0109L) not listed, but available upon request.**