

**AGREEMENT FOR THE PROVISION OF an upgrade to the NYPD's current cellular
tracking equipment**

FOR THE NEW YORK CITY POLICE DEPARTMENT

PIN 056090000630

This Agreement is made and entered into on 3 / 2 / 09, by and between the City of New York acting through the New York City Police Department located at One Police Plaza, New York, New York 10038, hereinafter referred to as "Department" or "NYPD" and **Harris Corporation, GCSD located at 407 N. John Rodes Boulevard, Melbourne, FL 32935,** (hereinafter referred to as "Contractor" or "Harris Corporation")

WITNESSETH

WITNESS:

WHEREAS, the City desires to purchase **an upgrade to the NYPD's current cellular tracking equipment** (the "Goods") from the Contractor, which purchase is denoted for reference purposes only as PIN: **056090000630**; and

WHEREAS, the Contractor is capable of supplying these Goods.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Goods. The Contractor shall provide the City with the Goods in the quantity, at the prices and in accordance with the specifications included in herein and made a part of this Master Agreement and as proposed in its proposal, attached as Appendix B.

2. Delivery. The Contractor shall deliver the Goods in accordance with the delivery schedule and comply with the special provisions, if any, included herein and made a part of this Master Agreement. Time is of the essence in compliance by the Contractor with the delivery scheduled.

3. Date of Contract Award. The NYPD shall issue in writing a Notice of Award to Contractor upon the registration of the Contract with the City of New York's Office of the Comptroller. The Notice of Award shall state the date that the Contractor shall commence work. For the purposes of computing time under the Contract, the Date indicated in the Notice of

Award shall be the contract commencement date.

4. Payment. Contractor shall be paid for the Goods in accordance with the prices set forth herein following delivery, inspection, approval and acceptance of the Goods, all as more particularly described herein. Invoices should be sent as instructed herein.

5. New York City Non-Bid Purchase Contract. The New York City Non-Bid Purchase Contract is attached hereto and made a part of this Master Agreement as Appendix A.

6. Taxpayer Affirmation. Contractor affirms that Contractor is not in arrears to the City of New York upon debt or contract, or taxes, and is not a defaulter as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the Contractor to receive public contracts.

7. Cost/Pricing Data. Contractor certifies that prices contained herein are no higher than those currently quoted to other preferred governmental or commercial consumers for the same or identical items at substantially similar terms and conditions.

I. SCOPE OF WORK

A. SPECIFICATIONS

Except as modified herein, the Contractor shall deliver **an upgrade to the NYPD's current cellular tracking equipment** as specified in the Contractor's proposal attached hereto as Appendix B.

1. Description of Equipment and Services to be provided

Qty	Item #	Description	Unit Price	Ext. Price
		Maintenance Additional years		\$80,971.20
1	2009523-101	Laptop PC	\$3,450.00	\$3,450.00

Maintenance for [REDACTED]
Additional Years

1	2009523-101	Laptop PC	\$3,450.00	\$3,450.00
1	2015651-101	Mini-PC (OQO)	\$3,200.00	\$3,200.00

TOTAL - \$610,791.90

*The prices of the highlighted items are based on GSA Contract [REDACTED]. The remaining items are not on the GSA contract. The NYPD is receiving best commercial pricing for the remaining items.

**The above quote contains a [REDACTED]

a. NYPD Project Manager:

The NYPD Project Manager for this Agreement is as follows:

Commanding Officer, Technical Assistance Response Unit
Inspector DeLayne D. Hurley
1 Police Plaza, Rm 1300
New York, NY 10038
Tel. # 646-610-6710

Upon execution of this Agreement, with the exception of disputes, change orders, time extensions and other contract administration matters, the Contractor shall correspond exclusively with the NYPD Project Manager. For contract administration matters, the Contractor shall correspond directly with the NYPD Agency Chief Contracting Officer:

Frank Bello, Assistant Commissioner
NYPD-Contract Administration Unit
51 Chambers Street, Rm. 310
New York, NY 10007
Tel # 646-610-5753

Upon execution of this Agreement, the Contractor shall correspond exclusively with the NYPD Project Manager.

b. Authorized Contractor Representative

The Contractor asserts that the following individual(s) shall be responsible for the performance requirements in this Agreement and that such individual(s) have agreed to the terms and conditions of the NYPD confidentiality agreements (for individuals).

Authorized Contractor Contract's Representative: Dawnn Wheeler
Representative's Mailing Address: PO Box 9800
Melbourne, FL 32902
Representative's Tel. #: 321-309-[REDACTED]
Representative's Email Address: dawnn.wheeler@harris.com

II. Agreement Terms and Conditions.

A. DELIVERY:

1. The following delivery requirements shall apply:

All deliveries shall be F.O.B. Destination.

2. Warranty/Maintenance:

MAINTENANCE

The NYPD is receiving 3 years of maintenance. The NYPD is receiving year 1 maintenance at no cost. The NYPD is paying for maintenance for years 2 and 3.

Annual maintenance includes:

- A. Customer telephone support during normal business hours (Monday through Friday, Eastern Standard Time).
- B. Additional twelve (12) month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- C. For Software maintenance agreements it includes notification of and free access to Software upgrades as defined in the maintenance agreement.

LIMITED WARRANTY

A. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty shall commence on the Date of Acceptance of the individual item of Equipment and Software and terminate 12 months thereafter. Written notice of any defects shall be given to Harris upon discovery and Harris shall promptly correct such defects by repair or replacement, at its option, without charge, either FOB Harris' plant or service in the field. Harris uses new and reconditioned parts to satisfy warranty repairs and replacements under the terms of this warranty. Defective articles shall not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris shall have the right of final determination as to the existence and cause of any claimed defect. Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:

- (i) Acts of God.
- (ii) Physical impact, crash or foreign object damage.
- (iii) Improper maintenance, storage, modification or alteration by the Customer or its Customer.
- (iv) The Customer's or its Customer operation of the items delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
- (v) Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use).
- (vi) Equipment or Software subjected to misuse or detrimental exposure or negligence;
- (v) Defects caused by improper storage, use, installation or maintenance;

Note: Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

B. For purposes of Harris' warranties for Equipment and Software media, a defect is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, lack of care in operation, maintenance or handling. The written notice of claim of defect must include a description of the defect with detailed information, which will enable Harris to identify the defect and determine its probable cause. Components that Customer claims to be defective must be available to Harris for inspection and test. No defective Equipment or parts are to be returned without first receiving written authorization and instructions from Harris. Customs clearance for all replacement parts under the warranty or otherwise will be Customer's sole responsibility.

C. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD, IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD, IN THE CASE OF SOFTWARE MEDIA. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.

D. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE MEDIA, SERVICES AND LICENSED HARRIS PROGRAMS IS

EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE AND IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.

E. THIS LIMITED WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE SHALL INCREASE OR EXTEND ANY HARRIS WARRANTY. THE TOTAL LIABILITY OF HARRIS AND ITS LICENSORS UNDER THIS WARRANTY SHALL IN ANY EVENT BE SUBJECT TO THE LIMITATIONS IN THIS SECTION.

B. Contract Term:

The estimated completion date for this procurement is 120 days ARO. Units for upgrade have delivery terms of 90-120 days after receipt of unit by Contractor.

C. SUBJECT TO APPROPRIATIONS—NONFUNDING CLAUSE

All payment obligations of the City created hereunder are conditioned upon the availability of City funds duly appropriated and authorized for the payment of such obligations.

D. TOTAL CONTRACT VALUE AND PAYMENT PROVISION:

In accordance with the Contractor's Price Proposal, included in Appendix B, the City agrees to pay the Contractor as follows.

Item Description	Unit /TOTAL Price
UPGRADE TO THE NYPD'S CURRENT CELLULAR TRACKING EQUIPMENT	\$ 610,791.00

Payment Requests shall be submitted to:

Commanding Officer, Technical Assistance Response Unit

Inspector DeLayne D. Hurley
1 Police Plaza, Rm 1300
New York, NY 10038
Tel. # 646-610-6710

E. TOTAL CONTRACT VALUE

The total contract value shall not exceed **Six hundred ten thousand, seven hundred and ninety one dollars, (\$610,791.00)**.

F. Insurance

The Contractor shall procure a Commercial General Liability Insurance (CGL) policy in the sum of not less than One Million (1,000,000) Dollars per occurrence and Two Million (\$2,000,000) aggregate, in the Contractor's name. The CGL shall be endorsed to cover liability assumed by the Contractor under the indemnity provisions of this agreement. The CGL shall be in effect before the commencement of work and must be maintained during the life of the contract. The CGL shall protect the Contractor, and his/her subcontractors performing work at the site, from claims for property damage and/or bodily injury that may arise from operations under this contract; whether such operations are performed by him/herself or anyone directly or indirectly employed by him/herself. A certificate of insurance shall be furnished upon request in a manner acceptable to the Police Department.

G. Entire Agreement

The NYPD accepts the Contractor's proposal to provide **an upgrade to the NYPD's current cellular tracking equipment** and shall require the Contractor to perform such services in accordance with the requirements and information contained herein. In the event there is a conflict among and between the provisions of documents included in the Agreement, the controlling order (order of precedence) shall be as follows:

1. This Master Agreement (PIN **056090000630**).
2. Appendix A— POLICE DEPARTMENT CITY OF NEW YORK NON-BID PURCHASE CONTRACT
3. Appendix B— Contractor's Proposal

This Agreement constitutes the entire agreement between the Department and Contractor and may be modified only by further written agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized by the Contractor and by The Department, as follows:

THE CITY OF NEW YORK POLICE DEPARTMENT

BY: Edward J. O'Brien
Deputy Commissioner
Management & Budget

Date 3/2/09

Harris Corporation

BY: E. S. Gaval
(Signature of Partner or
Officer of Corporation)

Date 2/11/2009

ATTEST: R. M. S.
(Secretary of Assistant Secretary)

CITY OF NEW YORK NYPD LEGAL BUREAU
APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

BY: Andrew Schaffers
NYPD Deputy Commissioner, Legal Matters

DATE: 2/25/09

AGREEMENT

STATE OF NEW YORK)

COUNTY OF NEW YORK)

SS.:

On this 2nd day of March, 2009 before
me personally came **Edward J. Allocco** to me known and known to me to be the **Deputy
Commissioner for Management and Budget** of the City of New York Police Department, the
person described as such in and who as such executed the same as Commissioner for the
purposes therein mentioned.

Jordan L. Glickstein
Notary Public or Commissioner of Deeds
JORDAN L. GLICKSTEIN
Notary Public, State of New York
No. 02GL5054560
Qualified in Kings County
Commission Expires 01/16/2010

Acknowledgment by Corporation

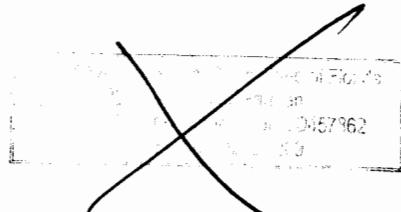
STATE OF FLORIDA)

COUNTY OF BREVARD)

SS.:

On this 11th day of February, 2009, before me personally came Eugene S. Cavallucci, who being by me duly sworn, did depose and say: that he resides in the City of Melbourne, that he is the Vice President of Harris Corporation, the corporation described in the foregoing instrument; that he knows the seal of said corporation ; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of Board of Directors of said corporation; and that he sign his name thereto by like order. Further, he is personally known to me.

Rebecca Paron
Notary Public or Commissioner of Deeds



AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contracts except _____.

Full name of Proposer or Bidder: Harris Corporation

Address: 1025 West NASA Boulevard, Melbourne, FL 32919-0001

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole Proprietorship *

SOCIAL SECURITY NUMBER

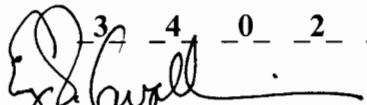
B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER

C - Corporation

EMPLOYER IDENTIFICATION NUMBER

By



Signature

Eugene S. Cavallucci, Vice President

Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

* Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying of businesses which seek City contracts.

APPENDIX A-
POLICE DEPARTMENT
CITY OF NEW YORK
NON-BID PURCHASE CONTRACT

PART I

GENERAL DEFINITIONS

The definitions set forth in Chapter 1 of the Procurement Policy Board Rules shall apply to this Contract.

1. "Agency" is the Police Department, City of New York.
2. "Agency Chief Contracting Officer" means the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate agency staff in conjunction with the City Chief Procurement Officer, i.e., the Agency Chief Contracting Officer of the Police Department or a delegated representative.
3. "Agency Head" is a term referring to heads of city, county, borough, or other office, administration, department, division, bureau, board of commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury, i.e., the Agency Head of the Police Department or a delegated representative.
4. "Blanket Order" is a purchase order issued to a vendor by an agency with a "not to exceed" amount and without specific quantities and delivery dates. This enables the agency to make purchases at different times and in varying amounts from a requirement contract by means of shipping instructions, the total expenditures not to exceed the amount of the blanket order.
5. "City" is the City of New York.
6. "City Chief Procurement Officer" means the position delegated authority by the Mayor to coordinate and oversee the procurement activity of mayoral agency staff, including the Agency Chief Contracting Officers (ACCO) and any offices which have oversight responsibility for the procurement of construction, computer and computer services.
7. "Commissioner" means the Commissioner of the Police Department of the City of New York or any Deputy or Assistant Commissioner who has been delegated authority.

8. "Comptroller" means the Comptroller of the City.
9. "Contract" includes the master agreement, these general definitions, the standard instructions, the general conditions, the special conditions, the affirmations, and the schedule of quantities and prices, the drawings and specifications, the Budget Director's Certificate when applicable, any special instructions, together with all addenda, change orders or modifications, all provisions required by law to be inserted in this Contract whether actually inserted or not, the purchase order or notice of award, any performance and payment bonds when required, and notice to proceed with work when applicable.
10. "Department" means the Police Department, City of New York.
11. "Division" means the Division within the Police Department requiring the goods and services.
12. "Goods" are the subject matter of this contract and include but are not limited to, supplies, articles, commodities, equipment, materials, merchandise or wares, together with any labor, services or other work necessary for performance of the Contract.
13. "Law" or "Laws" shall include but not be limited to the New York City Charter, the New York City Administrative Code, a local law of the City of New York, and any ordinance, rule or regulation having the force of law.
14. "Schedule" is the contract schedule of quantities, prices, specifications and descriptions annexed hereto.
15. "Seller," "Supplier," "Contractor," or "Vendor" is the person, firm or corporation awarded this Contract and obligated to furnish and deliver the Goods to the City in accordance with all the terms and conditions of the Contract.
16. "Time of Performance" means the specific time or times indicated in the Contract at which or within which delivery or other performance is to be completed.

PART II
STANDARD INSTRUCTIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR GOODS ISSUED BY THE POLICE DEPARTMENT. THE POLICE DEPARTMENT MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE MASTER AGREEMENT OR IN THE SCHEDULE.

1. CONTRACT - INTERPRETATION AND EXAMINATION

1.1 Examination of Documents. Sellers are cautioned to examine this Contract, the Schedule, and all specifications, drawings, samples and other Contract documents.

Failure on the part of Seller to examine all pertinent documents and samples shall not entitle Seller to any relief from the conditions in this Contract.

Request for Interpretation or Correction. When a Seller desires an interpretation or clarification of any ambiguity in this Contract, Seller must write to the Agency Chief Contracting Officer.

Only the written interpretation or correction given by the Agency Chief Contracting Officer is binding. Sellers are warned that no other Officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the contract.

1.2 The documents, samples, and any other elements comprising this Contract are intended mutually to explain and complement one another. Any factual conflicts between or among the separate elements, any errors or omissions, or any doubt as to the requirements of this Contract shall be resolved or corrected in writing by the Agency Chief Contracting Officer. The Seller shall have no power unilaterally to make any such resolutions or corrections. Such resolutions or corrections by the Agency Chief Contracting Officer shall be final and conclusive upon the Seller. If Seller fails to bring any conflict, error, or omission to the attention of the Agency Chief Contracting Officer prior to execution of this Contract, Seller shall be deemed to have contracted to produce the goods and perform the work in the most expensive manner using only the best material and workmanship.

1.3 Priority of Documents in the Contract. Should there be conflicting provisions in the documents of this contract, the order of precedence shall be: (1) Master Agreement, (2) Schedule of Quantities, (3) Specifications, (4) Drawings,

(5) Special Instructions, (6) General Conditions and (7) Standard Instructions. When there is a variation in the description of an item between the specification, sample, drawing, and/or catalog number, the specification will prevail.

Drawings or samples, even though approved subsequent to the award, shall not be deemed a waiver or modification of the specifications unless this Contract has been modified as provided in Section 9 of the General Conditions (Part III).

2. PRICES

2.1 Sales, Excise and Federal Transportation Taxes. Unless this Contract indicates otherwise, the City is exempt from the payment of any sales, excise or federal transportation taxes. The price, whether computed as a net unit price or based upon a trade discount from catalog list prices, must be exclusive of taxes and will be so construed. The Purchase Order may be accepted in lieu of a Sales Tax Exemption Certificate.

2.2 Delivery Charges. All prices must be on the basis of F.O.B. delivery point, unloaded, inside and assembled unless otherwise indicated in this Contract.

2.3 Containers and Reels. All containers and reels shall become the property of the City unless otherwise specified. When containers or reels are returnable, they will be returned at the Seller's expense; otherwise they will be paid for by the City at the rate agreed upon in this Contract.

2.4 Manufacturers' Warranties and Guaranties. Unless otherwise indicated in this Contract, the Seller shall issue or obtain all manufacturers' warranties and guaranties of all equipment and materials required by this Contract in the name of the City of New York and shall deliver same to the City.

2.5 Variable Quantities and Delivery Points. The quantities and delivery points set forth in the Master Agreement or in the Schedule will be subject to one of the following variations which will be indicated in the Contract:

(a) Type "A" Contract. The Agency Chief Contracting Officer during the term of this Contract may increase or decrease the quantity of any item or class; however, any contract increases which cumulatively exceed the greater of ten percent (10%) of the total cost of this Contract or \$100,000 must be approved in writing by the City Chief Procurement Officer. Delivery points are limited to those indicated in the Bid Book unless modified by mutual agreement of the parties.

(b) Type "B" Contract. The Agency Chief Contracting Officer reserves the right, during the term of this Contract, to order such quantities

for such delivery points and under such conditions as may be indicated in the Master Agreement or in the Schedule.

(c) Type "C" Contract. (Requirement Contract). A requirement contract is a contract for an indefinite amount of goods to be furnished at specified times, or as ordered, that establishes unit prices, usually of a fixed price type. Generally, an approximate quantity or the best information available as to quantity is stated in the solicitation. The contract may provide a minimum quantity the City is obligated to order and may also provide for a maximum quantity provision that limits the City's obligation to order. The Agency Chief Contracting Officer, with the consent of Seller, may extend the term of this Contract up to an additional 120 days.

2.6 Proprietary Information/Trade Secrets. The Seller shall identify those portions of its bid that it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All materials the Seller desires to remain confidential shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.

All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the Seller. For those bids which are unsuccessful, all such confidential materials shall be returned to the Seller. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available regardless of any designation of confidentiality made by the Seller.

3. QUALIFICATIONS

3.1 Evidence of Ability.

(a) The City reserves the right to inspect the premises where Goods are manufactured, prepared or stored. When the source of production is outside the City of New York, the Agency Chief Contracting Officer may demand the submission of evidence satisfactory to her/him that the Goods proposed for delivery are in every respect what they are represented to be.

(b) The Seller shall, upon request, submit evidence that will prove to the satisfaction of the Agency Chief Contracting Officer that it is qualified and able to furnish the Goods and deliver them in the manner and time

specified. It shall also furnish evidence that it has secured the necessary licenses, permits or certificates, required by any legislative or regulatory body having jurisdiction, to carry on the business of furnishing the Goods.

(c) The Agency may require any Seller or prospective Seller to furnish all books of account, records, vouchers, statements or other information concerning the Seller's financial status for examination as may be required by the Agency to ascertain Seller's responsibility and capability to perform the contract.

(d) If the evidence required in paragraphs (a), (b) and (c) of this sub-section is not furnished, or if, upon examination of such evidence or other inspection of the plant or premises, it is found that the Seller does not comply with the requirements set forth in this Contract, the Agency Chief Contracting Officer shall have the right to cancel and terminate this Contract and/or declare the Seller in default, in addition to any other remedies provided by contract or at law or equity.

4. SPECIFICATIONS AND SAMPLES

4.1 Unused Goods. Unless specifically noted in the Contract, all goods must be new and unused, however, vendors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein.

PART III

GENERAL CONDITIONS

1. PERFORMANCE

The Seller shall furnish and deliver the Goods in the manner and to the destination and within the delivery time herein specified. The Seller shall accept as full compensation therefore the sums set forth opposite the respective Goods called for in the Master Agreement or in the Schedule, which sums are amounts at which the Contract was awarded to the Seller.

2. TIME OF PERFORMANCE

2.1 Extending Time of Performance. The Time of Performance may be extended in either of the following ways:

- (a) If the performance of the Seller is delayed by an act or omission of the City, the Seller shall be allowed a reasonable extension in the Time of Performance, and no claim for the delay or damages resulting therefrom shall be made by or allowed to the Seller.
- (b) If the performance of the Seller is delayed for any other cause beyond the control of either party, an extension of time may be granted by the Agency Chief Contracting Officer solely at his/her discretion. The Seller shall not be responsible for any delay resulting from its failure to deliver if neither the fault nor negligence of the Seller, its officers, employees or agents contributed to such delay and the delay is due directly to acts of God, wars, acts of public enemies or other similar cause beyond the control of the Seller, or to strikes, fires or floods, including strikes, fires or floods affecting its subcontractors or materialmen where no alternate source of supply is available to the Seller. Should such excusable delay inconvenience the City by creating an emergency thus necessitating the purchase of the Goods involved elsewhere, which necessity shall be conclusively determined by the Agency Chief Contracting Officer, the Agency Chief Contracting Officer shall have the right to purchase such Goods elsewhere without liability to the Seller. To the extent such purchases are made, the City shall be relieved of the obligation to purchase the Goods from the Seller and the Seller shall be relieved of the obligation to furnish such Goods to the City.

2.2 Application. Upon written application by the contractor, the Agency Chief Contracting Officer may grant an extension of time for performance of the

contract. Said application must state, at a minimum, in detail, each cause for delay, the date the cause of the alleged delay occurred, and the total number of delay in days attributable to such cause. The ruling of the Agency Chief Contracting Officer shall be final and binding as to the allowance of an extension and the number of days allowed.

- 2.3 Non-Waiver. The delivery and acceptance of any Goods after the Time of Performance shall not be deemed a waiver of the right of the Agency Chief Contracting Officer to terminate this Contract or to require the delivery of any undelivered Goods in accordance with this Contract or of any other remedy whether contractual or otherwise stated in law or in equity.

3. TERMS AND CONDITIONS OF PERFORMANCE

- 3.1 Competent Workers. The Seller shall employ only competent workers in the performance of this Contract. The Seller's performance of this Contract, or of any other work, shall not cause or result in a suspension of, delay in, or strike upon the work to be performed hereunder by any of the trades working hereon or on any other contracts with the City. If, in the opinion of the Agency Chief Contracting Officer, the Seller violates such obligation, the Agency Chief Contracting Officer, in his/her sole discretion and at his/her option, may either demand that any incompetent workers be replaced and not again employed in the performance of this Contract, which demand shall be complied with by the Seller, or s/he may, upon notification to the Seller, consider the Seller in default.
- 3.2 Unsatisfactory Performance. If, in the opinion of the Agency Chief Contracting Officer, either the Seller's performance is unsatisfactory or is not being carried out with due diligence, the Seller shall immediately remedy such performance. Failure of the Seller to so conform will be deemed a material breach of this Contract.
- 3.3 Substitution of Goods. In the event a specified manufacturer's commodity listed in the Contract becomes unavailable or cannot be supplied to the City by the Seller for any reason (except as provided for in 2.1(b) above) a product deemed by the Agency Chief Contracting Officer to be the equal of the specified commodity must be substituted by the Seller at no additional cost or expense to the City.
- 3.4 Purchase Order Binding When Mailed. Unless terminated or cancelled by the Agency Chief Contracting Officer pursuant to the authority vested in him/her, purchase orders shall be effective and binding upon the Seller when placed in the mail prior to the termination of the contract period, addressed to the Seller at the address shown on the award.

3.5 Termination or Suspension of Contract. Where the Agency Chief Contracting Officer deems it to be in the interest of the City, the Agency Chief Contracting Officer may terminate or suspend the performance of this Contract in whole or in part, for the convenience of the City.

4. DELIVERY

- 4.1 Notice to Seller to Deliver. No delivery shall become due or be acceptable without a written order or shipping instruction by the City, unless otherwise provided in this Contract. Such order or shipping instruction will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the Seller may be given telephone notice, to be confirmed by an order in writing. If an urgent delivery is required within a shorter period than the delivery time specified in this Contract and if the Seller is unable to comply therewith, the Agency Chief Contracting Officer reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Seller.
- 4.2 Delivery Time. Unless otherwise stipulated in this Contract, delivery shall be made between 9 a.m. and 4 p.m., Monday to Friday inclusive. However, on Goods required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the Agency and the City's inspector shall govern. If, in calculating the number of days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made not later than the next succeeding business day.
- 4.3 Seller's Advice of Manufacture or Delivery. The Seller shall notify the Agency at least twenty-four (24) hours in advance of delivery.

5. INSPECTION

- 5.1 Right to Inspect. The City shall have the right to inspect the Goods at the point or points of delivery. The City reserves the right to make additional inspection(s) at the plant of the manufacturer, packer or Seller or its supplier(s), provided the City bears the expense of all travel and lodging associated therewith. The exercise by the City of the right of inspection shall in no way be deemed a waiver by the City of any right later to reject, revoke acceptance, or recover damages for Goods accepted which are not in fact free from patent or latent defects, or of the Seller's obligation to deliver conforming Goods.
- 5.2 Removal of Non-Conforming Goods. The Seller shall remove any non-conforming Goods or part thereof at Seller's own expense within a reasonable time not to exceed thirty (30) days after notification of any rejection or revocation

of acceptance. The City shall have the right to dispose of rejected Goods left longer than thirty (30) days at no cost or liability to the City and the Seller shall have no right of action for damages or any right to an accounting therefore.

- 5.3 No Obligation to Minimize Seller Damage. The City shall be under no obligation to sell or resell any rejected Goods, whether perishable or non-perishable or whether or not such Goods are threatened to or do depreciate in value, in order to minimize the Seller's damages.
- 5.4 Costs of Additional Inspections. The Seller shall bear the reasonable cost of all further inspections required by reason of any rejection or revocation of acceptance.
- 5.5 Risk of Loss. Title and risk of loss shall not pass from the Seller to the City until the Goods have been received by the ordering Agency and accepted by the City. Mere acknowledgment by Agency personnel of the delivery or receipt of goods (as in a signed bill of lading) shall not be deemed or construed as acceptance of the Goods received. The Seller bears the risk of loss of all Goods until inspected and accepted; if acceptance is revoked the Seller bears the risk of loss thereafter.
- 5.6 Right to Cure. Any right of the Seller to "cure," as defined in the New York Uniform Commercial Code, shall be employed by the Seller within a reasonable time. Such reasonable time as determined by the Agency Chief Contracting Officer shall be conclusive on the Seller.

6. NON-DELIVERY AND REJECTIONS

- 6.1 Rejected Goods. The City may withhold or revoke acceptance of or reject any Goods which are found, upon examination, not to conform to the terms of this Contract. With respect to food and drugs, no written notice of rejection need be given, whereas in all other instances such notice will be in writing.
- 6.2 Labels. All Goods which are customarily labeled or identified must have securely affixed thereto the original unmutilated label or marking of the manufacturer. Failure to comply with this requirement may be considered sufficient cause for rejection.

When a label or marking is required by any regulatory agency, it must be affixed to all Goods delivered under this Contract.

6.4 Liquidated Damages - Delayed or Defaulted Deliveries.

- (a) It is not the intention of the City to assess liquidated damages unless they are specifically provided for in this Contract.
- (b) Where the "Cover" provision of subsection 6.5 herein below is invoked, the liquidated damages will be assessed as provided therein and will be calculated from the original delivery due date to the date delivery is due from the new Seller.

6.5 Cover (Buying Against Contract).

- (a) If the Seller fails to perform in accordance with this Contract, the Agency Chief Contracting Officer may obtain such Goods or any part thereof from other sources with or without public letting, as s/he may deem advisable, and, with no obligation to Seller to mitigate damages. If the price paid in obtaining the goods from other sources is greater than this Contract's price, the difference, plus the reletting cost and the liquidated damages, if any, will be charged against the Seller. If such price is less, the Seller shall have no claim to the difference, but the reletting cost and the liquidated damages will become charges against the Seller.
- (b) The reletting cost is hereby determined to be one hundred (\$100) dollars for each order, unless a contract readvertisement is necessary, in which case it is determined to be two hundred and fifty dollars (\$250).

6.6 Collection of Charges. All charges becoming due under the provisions of subsection 6.4 hereinabove "Liquidated Damages - Delayed or Defaulted Deliveries" and subsection 6.5 hereinabove "Cover" shall be deducted from current obligations that are due or may become due to the Seller. In the event that collection is not made as provided above, the Seller shall pay to the City on demand the amount of such charges.

7. PAYMENTS

7.1 Weights and Measures. All weights and measures called for shall be net and shall be determined at the point of delivery unless the Contract indicates otherwise.

7.2 Payment

- (a) It is the policy of the City to process contract payments efficiently and expeditiously to assume payment in a timely manner to firms and organizations who do business with the City.

(b) Payments will be made for the net number of conforming units accepted at the price bid per unit. Proper invoices, when submitted, will be payable within thirty (30) days after either receipt of invoice(s) or acceptance of the Goods, whichever date is later. When periodic deliveries are made during the month, such invoices will be payable within thirty (30) days after either the end of the month or the receipt of invoices or acceptance of the Goods, whichever date is latest.

(c) If public necessity requires the use of any Goods which are subsequently found not to comply with the specification requirements, and if no definite deductions are prescribed, the City will make such deductions as it shall determine to be reasonable.

(d) In any case where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of the Agency Chief Contracting Officer. Should the amount withheld be finally paid, a cash discount for prompt payment originally offered may be taken by the City as if no delay in payment had occurred.

(e) Any claim by or on behalf of the City against the Seller may be deducted by the City from any money due the Seller. If no such deduction or only a partial deduction is made in such fashion the Seller shall pay to the City the amount of such claim or the portion of the claim still outstanding, on demand.

7.3 Prompt Payment

The Prompt Payment provisions of the Procurement Policy Board Rules in effect at the time of this solicitation will be applicable to payments made under this contract. The provisions require the payment to contractors of interest on payments made after the required payment date except as set forth in subdivisions of the Rules.

The contractor must submit a proper invoice to receive payment, except where the contract provides that the contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

Determinations of interest due will be made in accordance with the provisions of the Procurement Policy Board Rules and General Municipal Law §3-a.

Pursuant to the Prompt Payment provisions of the Procurement Policy Board Rules, the Division may designate this contract and the items specified herein as subject to a longer acceptance period to afford a practicable opportunity for

testing, installation and inspection. For purposes of vendor payment in such case, the actual date of acceptance by the Division's Bureau of Quality Assurance shall substitute for the Invoice Received/Acceptance Date (IRA Date).

8. FINAL PAYMENT-ESTOPPEL

- 8.1 Acceptance by Seller is Release. Except for the Seller's right to claim any sums retained by the City under the maintenance or guarantee provisions of this Contract, the acceptance by the Seller, or any person claiming under Seller, of the final payment, whether such payment be made pursuant to any order or judgment of any Court or otherwise, shall constitute and operate as a release to the City from all claims of and liability to the Seller, its representatives or assigns for anything theretofore done or furnished for or relating to or arising out of this Contract and the work done hereunder, and for any prior act, omission, neglect or default on the part of the City or any of its officers, agents or employees.
- 8.2 No Interest Allowed. No interest shall be allowed on the amount certified, or audited, by the City as the final payment or on any part thereof which the City is ready and willing to pay, except as provided in subsection 7.3 hereinabove.
- 8.3 City Not Estopped. Neither the City, nor any department, or officer or employee thereof, shall be precluded or estopped by any return or certificate made or given by any officer, inspector, employee, agent or appointee of the City, or under any provision of this Contract, from showing at any time, either before or after the complete performance and acceptance of the performance of this Contract and the last payment hereunder, the actual quantity and nature of the Goods delivered by the Seller, or any person under this Contract; or from showing at any time that any certificate upon which the payment is made for any or all of the Goods is untrue or incorrect, or improperly made in any particular, or that the Goods or any part thereof delivered by the Seller do not conform to this Contract. The City shall have the right to demand and recover from the Seller such damages as it may suffer by reason of Seller's failure to comply with this Contract notwithstanding any return or certificate and payment in accordance therewith, signed by any official of the City, and such right of the City shall include recovery for any payment made for any or all of the Goods delivered and accepted.
- 8.4 Statement of Claim. Seller, however, shall not be barred from commencing an action for breach of contract under this provision provided that a detailed and verified statement of claim is served upon the contracting agency and Comptroller not later than forty (40) days after the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items. Should the provisions of this subsection conflict with those of Section 12, the provisions of Section 12 shall control.

9. MODIFICATION

9.1 Waiver. Waiver by the Department of a breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless and until the same shall be agreed to in writing by the City as required and attached to the original Contract.

9.2 Contract Changes. Changes may be made to this contract only as duly authorized by the Agency Chief Contracting Officer or his or her designee. Vendors deviating from the requirements of an original purchase order or contract without a duly approved change order document, or written contract modification or amendment, do so at their own risk. All such changes, modifications and amendments will become a part of the original contract.

Contract changes will be made only for work necessary to complete the work included in the original scope of the contract, and for non-material changes to the scope of the contract. Changes are not permitted for any material alteration in the scope of work. Contract changes may include any contract revision deemed necessary by the Contracting Officer.

The contractor shall be entitled to a price adjustment for extra work performed pursuant to a written change order. If any part of the contract work is necessarily delayed by a change order, the contractor will be entitled to an extension of time for performance. Adjustments to price shall be computed in one or more of the following ways: (i) by agreement of a fixed price; (ii) by unit prices specified in the contract; (iii) by time and material record; and/or (iv) in any other manner approved by the City Chief Procurement Officer.

Where the cost of the change order has been negotiated in the absence of established cost history, the costs are subject to verification by post audit. If the post-audit reveals that the contractor's costs for the change order work were inaccurately stated during negotiations, the agency shall recoup the amount by which the costs were inaccurately stated by proportionately reducing the price of the change order. This remedy is not exclusive and in addition to all other rights and remedies of the City.

Except in the case of requirements contracts, any contract increases which cumulatively exceed the greater of 10% or \$100,000 must be approved in writing by the City Chief Procurement Officer. Any contract amendment which either amends a unit price, cancels required units, or adds a new type of unit item to contract must be approved in writing by the Agency Chief Contracting Officer.

9.3 Price Adjustments for Type "C" Requirement Contracts. Where a requirement contract contains price adjustment provisions, contract changes shall

be made in accordance with those provisions. Where no price adjustment provisions are specified, the City may seek a price decrease where there is evidence that market pricing is lower than contract pricing. If a vendor does not agree to the price adjustment, in addition to any other remedy of the City under this contract, the City may terminate the contract with ninety (90) days' written notice.

9.4 Pricing.

A. The Contractor shall whenever requested by the Commissioner during the contract, including but not limited to the time of bidding, submit cost or pricing data and formally certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a specified date. The contractor shall be required to keep its submission of cost and pricing data current until the contract has been completed.

B. The price of any change order, or contract modification subject to the conditions of paragraph A, shall be adjusted to exclude any significant sums by which the City finds that such price was based on cost or price data furnished by the supplier which was inaccurate, incomplete, or not current as of the date agreed upon between the parties.

C. Time of Certification. The Contractor must certify that the cost or pricing date submitted are accurate, complete, and current as of a mutually determined date.

D. Refusal to Submit Data. When any Contractor refuses to submit the required data to support a price, the Contracting Officer shall not allow the price.

E. If the City finds that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(a) The Contractor was a sole source supplier or otherwise in a superior bargaining position and thus the price of the Contract would not have been modified even if accurate, complete and current cost or pricing data had been submitted;

(b) The City should have known that the cost or pricing data in issue were defective even though the contractor took no affirmative action to bring the character of the data to the attention of the City;

(c) The Contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

10. ASSIGNMENT

- 10.1 Written Consent Required. The Seller shall not assign, transfer, convey, sublet or in any other way dispose of this Contract or any part thereof, or assign any of the monies due or to become due under the Contract, without previous written consent of the Agency Chief Contracting Officer endorsed upon or attached to copies of this Contract. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.
- 10.2 Contract Voidable. If the Seller shall, without the previous written consent of the Agency Chief Contracting Officer, assign, transfer, convey, sublet or otherwise dispose of this Contract to any person, firm or corporation, this Contract may be revoked and annulled and be held void at the sole discretion of the Agency Chief Contracting Officer, and the City shall thereupon be relieved and discharged from any and all liabilities and obligations to the Seller growing out of this Contract, and to its assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent, or affect an assignment by the Seller for the benefit of its creditors made pursuant to the statutes of the State of New York.

11. COMPLIANCE WITH LAWS AND INDEMNIFICATION

- 11.1 Compliance with Laws. The Seller shall comply with all local, State and Federal laws, and rules and regulations.
- 11.2 This Contract is subject to applicable provisions of Federal, State and Local Laws and Executive Orders requiring affirmative action and equal employment opportunity.
- 11.3 Safe Working Conditions. The Seller shall maintain safe working conditions during the performance of this Contract. Failure to maintain such conditions constitutes a breach of a material provision of this Contract.
- 11.4 Seller Indemnification. The Seller shall indemnify and hold the City harmless from all damages and costs of every nature to which the City may be subjected by reason of all claims arising out of or in any way related to this Contract including injury or alleged injury to the person or property of another, resulting or alleged as resulting from the negligence of the Seller, its employees, agents, subcontractors or assigns in the performance of the Contract. Until all claims for

damages shall have been settled or otherwise disposed of, and evidence to that affect furnished to the Comptroller, any or all of the monies due or to become due under this Contract may at the Comptroller's option be retained by the City in an amount sufficient to meet the Seller's obligations of indemnification. The sufficiency of such amount shall be conclusively determined by the Comptroller.

12. PERIOD OF LIMITATION

No action shall lie or be maintained against the City upon any claim arising out of this Contract unless such action be commenced within one (1) year from acceptance of final payment, termination of contract or accrual of cause of action, whichever is earlier.

13. INFRINGEMENT - VENDOR WARRANTY

The Seller shall deliver the Goods specified free from the claim of any third party by way of infringement including but not limited to patent, copyright, trade secrets, or the like. The execution of this Contract is deemed to be a warranty by the Seller that Seller has inspected the specifications and has determined that no claim of any third party by way of infringement or otherwise will result from compliance with the specifications. The Seller shall indemnify and hold the City harmless against any such claim regardless of whether or not the infringement arises out of compliance with the specifications. The City may retain any funds due or to become due to the Seller sufficient to meet all claims arising from such infringements. The sufficiency of such amount shall be conclusively determined by the Comptroller.

14. AUDIT BY THE DEPARTMENT, AGENCY AND CITY

- 14.1 Invoices Subject to Audit. All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based, are subject to audit by the Department, Agency and the Comptroller of the City of New York pursuant to the powers and responsibilities as conferred by the New York City Charter and Administrative Code of the City of New York, as well as all orders and regulations promulgated pursuant thereto.
- 14.2 Submission of Records. The Seller shall submit any and all documentation and justification in support of expenditures or fees under this Contract as may be required by the Department, Agency and the Comptroller so that they may evaluate the reasonableness of the charges and shall make its records pertaining to this Contract available to the Department, Agency and the Comptroller as they consider necessary.
- 14.3 Final Payment. The Seller shall not be entitled to final payment under this Contract until all requirements have been satisfactorily met.

15. DEFAULT

Agency Chief Contracting Officer's Right to Declare Seller in Default. In addition to any other remedy provided to the City pursuant to this Contract, the Agency Chief Contracting Officer shall have the right to declare the Seller in default if Seller fails to provide the Goods in accordance with any provisions of the contract, including but not limited to the specifications, the delivery schedule, or other conditions of performance.

16. REGISTRATION OF CONTRACTS

16.1 Office of Comptroller. With the exception of a requirement contract, this Contract shall not be binding or of any force unless it has been registered on the books of the Office of the Comptroller and the Comptroller has indicated that there remains unexpended and unapplied a balance of the appropriation or fund applicable hereto sufficient to pay the estimated expense of performing this Contract.

16.2 Requirement Contract. All requirement contracts shall be registered with the Comptroller.

17. COMMUNICATIONS

All communications addressed to the Seller and delivered at Seller's residence or place of business as given in this Contract, or deposited so addressed in a postpaid wrapper in any post office regularly maintained by the Post Office Department, shall be sufficient service thereof upon the Seller for the purposes of this Contract. The place so designated may be changed only by a writing executed and acknowledged by the Seller and delivered to the Agency Chief Contracting Officer. Personal service of communications upon the Seller shall not be precluded or rendered inoperative by any provision of this Contract.

18. INCREASE OR REDUCTION OF QUANTITIES

The unit prices shall not vary notwithstanding any increase or reduction in the quantities to be delivered hereunder, and no claims for damages shall be made by or allowed to the Seller by reason of such increase or reduction, except that when a trade discount is based on quantities or totals, prices will vary in accordance with the trade discounts, on which basis the Contract was awarded, or unless otherwise authorized by the Contract.

19. APPROVALS AND CERTIFICATIONS

19.1 Approvals. This Contract shall be neither binding nor effective unless:

- (a) Approved by the Mayor pursuant to the provisions of Executive Order No. 42, dated October 9, 1975, in the event the Executive Order requires such approval;

- (b) Certified by the Mayor (Mayor's Fiscal Committee created pursuant to Executive Order No. 43 dated October 14, 1975) that performance thereof will be in accordance with the City's financial plan, if required;
- 19.2 Approvals Not in Lieu of Other Requirements.

The requirements of this Section of this Contract shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Contract to be effective and for the expenditure of City Funds.

20. ANTITRUST

The Seller hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular Goods or services purchased or procured by the City under this Contract.

21. SEVERABILITY AND HEADINGS

The clauses and provisions of this Contract are intended to be severable. The unconstitutionality or unconscionability of any term, clause or provision shall in no way defeat the effect of any other term, clause or provision.

Section and other headings are inserted for convenience only and shall not be used in any way to construe the terms of this Contract.

22. CONFLICT OF LAWS

All disputes which involve this Contract shall be governed by the laws of the State of New York.

23. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

- 23.1 Law of New York State. This Contract shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Seller, and shall be governed by and construed in accordance with the laws of the State of New York.
- 23.2 Venue in City. The parties agree that any and all claims asserted by or against the City arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in New York City ("Federal Courts") or in the courts of the State of New York ("New York State Courts") located in the City and County of New York. To effect this agreement and intent, the Seller agrees:
- (a) If the City initiates any action against the Seller in Federal Court or in

New York State Court, service of process may be made on the Seller either in person, wherever the Seller may be found, or by registered mail addressed to the Seller at its address as set forth in this Contract, or to such other address as the Seller may provide to the City in writing in accordance with this Contract.

- (b) A summons in any action arising out of this Contract may issue from any Court of the State of New York having jurisdiction of the subject matter and service of the summons and complaint against the Seller, served as herein provided, shall be deemed personal service upon the Seller within the State of New York if a copy of each is sent by certified mail addressed to the Seller at the place stated in this Contract, or if such address has been changed pursuant to Section 18, to such changed address.
 - (c) Within thirty (30) days after the date of mailing, a copy of the summons and complaint shall be filed with the clerk of the Court in which the action is pending, along with the mailing receipt issued by the Post Office or the affidavit of any officer or employee of the City showing that the summons and complaint were mailed as herein provided. Service shall be complete ten (10) days after such papers are filed.
 - (d) With respect to any action between the City and the Seller in New York State Court, the Seller hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside New York County.
 - (e) With respect to any action between the City and the Seller in Federal Court located in New York City, the Seller expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York.
 - (f) If the Seller commences any action against the City in a court located other than in the City and State of New York, upon request of the City, the Seller shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the Seller shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City.
- 23.3 Unenforceable Provision. If any provision(s) of this Section is (are) held unenforceable for any reason, each and all other provision(s) shall nevertheless

remain in full force and effect.

24. EMERGENCY

- 24.1 Suspension or Termination. Whenever, in the opinion of the Agency Chief Contracting Officer, an emergency situation arises during the performance of this Contract, the Agency Chief Contracting Officer may either suspend or terminate this Contract in whole or in part without liability being incurred by either the City or the Seller.
- 24.2 Right to Purchase Goods. Pursuant to such decision by the Agency Chief Contracting Officer, where this Contract is terminated in whole or in part, the Agency Chief Contracting Officer may purchase such Goods the delivery of which has been cancelled (in replacement for those called for in this Contract).

25. VENDOR INTEGRITY

The Seller agrees that in the event the Seller or any of its principals or officers are indicted for or otherwise charged with any crime or become the subject of any anti-trust action related to the conduct of the business of the Seller or the award of or performance under any contract or agreement with a government entity or if any supervisory employee of the Seller is indicted based upon facts arising out of the award of or affecting performance under this Contract then the Agency Chief Contracting Officer, in his/her sole discretion, may terminate this Contract by notifying Seller, in writing. In the event of termination of this Contract, the Seller shall not be entitled to any damages or payments for Goods not delivered by date of termination.

26. VENDOR GUARANTEE

The Seller guarantees that the equipment offered is standard new equipment, current model of regular stock product with all parts regularly used with the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. Every unit, including any substituted or replacement unit delivered, must be guaranteed against faulty material and workmanship for a period of one year from and after the date the unit is accepted unless otherwise specified. Notwithstanding the foregoing, when the manufacturer's standard guarantee for the unit or any component thereof exceeds one year, the longer guarantee period shall apply to such unit or component thereof delivered under the City's contract. Furthermore, the Seller agrees to extend its warranty period with regard to any unit delivered by the cumulative periods of time, after notification, during which the unit requires servicing or replacement (down time) or is in the possession of the Seller, its agents, officers or employees. If during the regular or extended warranty periods faults develop, the Seller shall promptly repair or upon demand, replace the defective unit or

component part affected. All costs for labor and material and transportation incurred to repair or replace defective goods during the warranty periods shall be borne solely by the Seller, and the City shall in no event be liable or responsible therefor. In the event of failure on the part of the Seller to replace or put in first-class condition any such equipment within thirty (30) calendar days from date of notice the City may have the work done by others and offset the cost against money due, or that may become due to the Seller, or if there be no money due, the Seller agrees to pay the City such cost.

27. NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Seller against any officer, agent or employee of the City for, or on account of, anything done or omitted in connection with this Contract.

28. FUND AVAILABILITY

All contracts awarded by the Agency Chief Contracting Officer shall be executory only to the extent of funds available to each Agency for the purchase of the Goods.

29. ENTIRE AGREEMENT

The written Contract contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

PART IV
SPECIAL CONDITIONS

1. NONDISCRIMINATION

1.1 Executive Order No. 50 (1980). This Contract is subject to the requirements of New York City Charter Chapter 56, §§1305 et seq. ("Chapter 56"), Executive Order No. 50 (April 25, 1980) ("E.O. 50"), and the Rules and Regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this Contract, the Seller agrees that it:

- (a) will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, with respect to all employment decisions including, but not limited to recruitment, hiring,

upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

- (b) will not discriminate in the selection of subcontractors on the basis of the owners' partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;
- (c) will state in all solicitations or advertisements for employees placed by or on behalf of the Seller that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status or that it is an equal opportunity employer;
- (d) will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under Chapter 56 and E.O. 50 and the rules and regulations promulgated thereunder; and
- (e) will furnish before the contract is awarded all information and reports, including an Employment Report, which are required by Chapter 56, E.O. 50, the rules and regulations promulgated thereunder, and orders of the Director of the Division of Labor Services ("DLS"). Copies of all required reports are available upon request from the contracting agency; and
- (f) will permit DLS to have access to all relevant books, records and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) Seller understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Contract and noncompliance with Chapter 56, E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:
 - (i) disapproval of the Seller;
 - (ii) suspension or termination of all or parts of this Contract and/or of payments therefor;
 - (iii) declaring the Seller in default; or

- (iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.
- (h) The Director of DLS may recommend to the contracting agency head that a seller who has repeatedly failed to comply with Chapter 56, E.O. 50 and the rules and regulations promulgated thereunder be declared nonresponsible.
- (i) The Seller agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$50,000 to which it becomes a party unless exempted by Chapter 56, E.O. 50, and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Division of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.
- (j) The Seller further agrees that it will refrain from entering into any contract or contract modification subject to Chapter 56, E.O. 50, and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of Chapter 56, E.O. 50 and the rules and regulations promulgated thereunder.

1.2 New York Labor Law Section 220-e:

- (a) In the hiring of employees for the performance of work under this Contract or any subcontract hereunder, neither the Seller, subcontractor, nor any person acting on behalf of the Seller or subcontractor shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- (b) Neither the Seller, subcontractor, nor any person acting on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, disability, sex or national origin;
- (c) There may be deducted from the amount payable to the Seller by the City under this Contract a penalty of fifty (50) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and
- (d) This Contract may be cancelled or terminated by the City and all monies

due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this subsection of this Contract.

- (e) The aforesaid provisions of this subsection covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

1.3 New York City Administrative Code Section 6-108:

- (a) It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of Goods pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.
- (b) It shall be unlawful for any person or any servant, agent or employee of any person described in subdivision (a) above to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.
- (c) Disobedience of the foregoing provisions shall be deemed a violation of a material provision of this Contract.
- (d) Any person, or employee, manager or owner of or officer of a firm or corporation who shall violate any of the provisions of this subsection shall, upon conviction thereof, be punished by a fine of not more than one hundred (\$100) dollars or by imprisonment for not more than thirty (30) days, or both.

2. LABOR LAW REQUIREMENTS

2.1 Section 6-109 of the Administrative Code of The City of New York.

- (a) Section 6-109(a).
 - (i) Except for those employees whose minimum wage is required to be fixed by Section 220 of the Labor Law of the State of New York, all persons employed by the Seller and any subcontractor in the manufacture or furnishing of supplies, materials or equipment,

or the furnishing of work, labor or services used in the performance of this Contract will be paid, without subsequent deduction or rebate unless expressly authorized by law, not less than the sum mandated by law.

- (ii) No part of the work, labor or services will be performed or rendered by the Seller in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this Contract. Compliance with the safety, sanitary and factory inspection laws of the state in which the work is to be performed shall be *prima facie* evidence of compliance with this paragraph.
 - (iii) For any breach or violation of any of the representations and stipulations required in any Contract under the provisions of this subsection, the party responsible therefor shall be liable to the City for liquidated damages, which may be withheld from any amounts due on any such Contracts or may be recovered in suits brought by the Corporation Counsel in the name of the City, in addition to damages for any other breach of such Contract, a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of such Contract. In addition, the Police Department or any other agency entering into such Contract shall have the right to cancel the Contract for any violation of this subsection and enter into other contracts for the completion of the original Contract, charging any additional cost to the original Seller. All sums withheld or recovered as deductions, rebates, refunds, or underpayments of wages in violation of the provisions of this subsection shall be held in a special deposit account and shall be paid without interest, on order of the Executive Director for Economic Development, directly to the employees who have been paid less than minimum rates of pay as set forth in such Contracts and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within one year from the date of actual notice to the Seller of the withholding or recovery of such sums by the City.
- (b) Section 6-109(b).

The provisions of subdivision (a) of section 6-109 shall not apply to contracts for the furnishing or purchase of agricultural or farm products

processed for first sale by the original producers; nor shall subdivision (a) of section 6-109 apply to any work performed on any contract outside of the United States or its territories.

2.2 Worker's Compensation Laws

If this Contract be of such a character that the employees engaged thereon are required to be insured by the provisions of the New York Worker's Compensation Law, and acts amendatory thereto, the same shall be void and of no effect unless the Seller shall secure compensation for the benefit of, and keep insured during the life of this Contract such employees in compliance with the provisions of said law.

3. INVESTIGATIONS

- 3.1 The parties to this Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.
- 3.2
 - (a) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;
 - (b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction,

- agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;
- 3.3 (a) The Agency Chief Contracting Officer or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.
- (b) If any non-governmental party to the hearing requests an adjournment, the Agency Chief Contracting Officer or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to 3.5 below without the City incurring any penalty or damages for delay or otherwise.
- 3.4 The penalties which may attach after a final determination by the Agency Chief Contracting Officer or Agency Head may include but shall not exceed:
- (a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or
- (b) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.
- 3.5 The Agency Chief Contracting Officer or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs 3.5(a) and 3.5(b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs 3.5(c) and 3.5(d) below in addition to any other information which may be relevant and appropriate:
- (a) The party's good faith endeavors or lack thereof to cooperate fully and

faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

- (b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
- (c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.
- (d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 3.4 above, provided that the party or entity has given actual notice to the Agency Chief Contracting Officer or Agency Head upon the acquisition of the interest, or at the hearing called for in 3.3(a) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

3.6 Definitions for purposes of this section shall include the following:

- (a) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
- b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
- (c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.
- (d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

3.7 In addition to and notwithstanding any other provision of this Contract the

Agency Chief Contracting Officer or Agency Head may in his or her sole discretion terminate this Contract upon not less than three (3) days written notice in the event contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the contractor, or affecting the performance of this Contract.

4. TOXIC SUBSTANCES - MATERIAL SAFETY DATA SHEETS

Under the New York State Labor Law, Article 28 (the Right to Know Law), Section 876, any manufacturer, importer, producer or formulator of any substance sold for any use within the state must provide, upon request, specific information on the health hazards and proper handling of such substances. The City of New York, in order to meet its responsibilities under the Law as an employer, requires that Seller and its manufacturers and suppliers submit such information in the form of a Material Safety Data Sheet for any toxic substance or product containing a toxic substance to be supplied to the City. Any questions regarding the toxicity of a substance or the requirements of a Material Data Sheet should be addressed to the New York State Bureau of Toxic Assessment.

5. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

- 5.1 The Seller agrees that neither the Seller nor any affiliate is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.
- 5.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Seller or an affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his/her option, render forfeit and void this Contract.
- 5.3 The Seller shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code of the City of New York and the rules and regulations issued by the Comptroller thereunder.

6. RESOLUTION OF DISPUTES

- 6.1 All disputes between the City and the supplier of the kind delineated in this section that arise under, or by virtue of, this Contract shall be finally resolved in

accordance with the provisions of this section and the applicable section of the Rules of the Procurement Policy Board ("PPB Rules"). The procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

- (a) This section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.
 - (b) For construction and construction-related services this section shall apply only to disputes about the scope of work delineated by the contract, the interpretation of contract documents, the amount to be paid for extra work or disputed work performed in connection with the contract, the conformity of the supplier's work to the contract, and the acceptability and quality of the supplier's work; such disputes arise when the Engineer makes a determination with which the supplier disagrees.
- 6.2 All determinations required by this section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this section shall be deemed a non-determination without prejudice that will allow application to the next level.
- 6.3 During such time as any dispute is being presented, heard, and considered pursuant to this section, the contract terms shall remain in full force and effect and the supplier shall continue to perform work in accordance with the contract and as directed by the Agency Chief Contracting Officer ("ACCO") or Engineer. Failure of the supplier to continue the work as directed shall constitute a waiver by the supplier of any and all claims being presented pursuant to this section and a material breach of contract.
- 6.4 Presentation of Dispute to Agency Head.
- (a) Notice of Dispute and Agency Response. The supplier shall present its dispute in writing ("Notice of Dispute") to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the contract. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the supplier relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the supplier in the dispute was arrived at. Within thirty (30) days after receipt of the

complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the Engineer, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the supplier to produce any requested material whose relevancy the supplier has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the supplier of its claim.

- (b) Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the supplier and the ACCO and, in the case of construction or construction-related services, the Engineer, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other supplier with a contract related to the work of this contract and that supplier shall be bound by the decision of the Agency Head. Any supplier thus brought into the dispute resolution proceeding shall have the same rights and obligations under this section as the supplier initiating the dispute.
- (c) Agency Head Determination. Within thirty (30) days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the supplier and ACCO and, in the case of construction or construction-related services, the Engineer, together with a statement concerning how the decision may be appealed.
- (d) Finality of Agency Head Decision. The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this section. The City may not

take a petition to the CDRB. However, should the supplier take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the supplier and more favorable to the City than the decision of the Agency Head.

6.5 **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the supplier to the CDRB, the supplier must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

- (a) **Time, Form, and Content of Notice.** Within thirty (30) days of receipt of a decision by the Agency Head, the supplier shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the supplier contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head, and (iii) a copy of all materials submitted by the supplier to the agency, including the Notice of Dispute. The supplier may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.
- (b) **Agency Response.** Within thirty (30) days of receipt of the Notice of Claim, the agency shall make available to the Comptroller a copy of all material submitted by the agency to the Agency Head in connection with the dispute. The agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.
- (c) **Comptroller Investigation.** The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the New York City Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the supplier. Willful failure of the supplier to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the supplier of its claim. The Comptroller may also schedule an informal conference to be attended by the supplier, agency representatives, and any other personnel desired by the Comptroller.
- (d) **Opportunity of Comptroller to Compromise or Adjust Claim.** The Comptroller shall have forty-five (45) days from his or her receipt of all materials referred to in 6.5(c) to investigate the disputed claim. The

period for investigation and compromise may be further extended by agreement between the supplier and the Comptroller, to a maximum of ninety (90) days from the Comptroller's receipt of all the materials. The supplier may not present its petition to the CDRB until the period for investigation and compromise delineated in this paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the contract between the parties.

6.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

- (a) the chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this section as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;
- (b) the City Chief Procurement Officer ("CCPO") or his/her designee, or in the case of disputes involving construction, the Director of the Office of Construction or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated , and
- (c) a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

6.7 Petition to CDRB: In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this section, the supplier, within thirty (30) days thereafter, may petition "Seller," in the CDRB to review the Agency Head determination.

- (a) Form and Content of Petition by Supplier. The supplier shall present its dispute to the CDRB in the form of a Petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the supplier contends that the dispute was

wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the supplier to the agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the supplier to, the Comptroller's Office. The supplier shall concurrently submit four complete sets of the Petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH's offices, with proof of service on the Corporation Counsel. In addition, the supplier shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

- (b) Agency Response. Within thirty (30) days of receipt of the Petition by the Corporation Counsel, the agency shall respond to the statement of the supplier and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the agency response shall be submitted to the CDRB at OATH's offices and one to the supplier. Extensions of time for submittal of the agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) days.
- (c) Further Proceedings. The Board shall permit the supplier to present its case by submission of memoranda, briefs, and oral argument. The Board shall also permit the agency to present its case in response to the supplier by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the agency's case. Neither the supplier nor the agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.
- (d) CDRB Determination. Within forty-five (45) days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of the contract. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the

CDRB.

- (e) Notification of CDRB Decision. The CDRB shall send a copy of its decision to the supplier, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, the Office of Construction, the PPB, and, in the case of construction or construction-related services, the Engineer. A decision in favor of the supplier shall be subject to the prompt payment provisions of the PPB Rules. The Required Payment Date shall be thirty (30) days after the date the parties are formally notified of the CDRB's decision.
 - (f) Finality of CDRB Decision. The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with the PPB Rules.
- 6.8 Any termination, cancellation, or alleged breach of the contract, prior to or during the pendency of any proceedings pursuant to this section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this section.

7. VENDEX QUESTIONNAIRES

Pursuant to Administrative Code §6-116.2 and the applicable section of the Rules of the Procurement Policy Board (9 RCNY §5-02), VENDEX Questionnaires must be completed and submitted by all persons or entities doing business with the City of New York on contracts and/or subcontracts of \$10,000 or more that will be awarded to a sole source and/or whose aggregate business with the City in the preceding twelve (12) months totals \$100,000 or more before any award of contract may be made. The Vendex Questionnaires consist of Business Entity and Principal Questionnaires. Any questions concerning this requirement must be submitted to the Agency Chief Contracting Officer or the contact person for this contract.

8. NON-BIDDERS PROVISION RE: BURMA –NOT APPLICABLE

9. NON-BIDDERS MACBRIDE PRINCIPLES PROVISIONS

ARTICLE I.

MACBRIDE PRINCIPLES

PART A

In accordance with section 6-115.1 of the Administrative Code of the City of New York, the contractor stipulates that such contractor and any individual or legal entity in which the contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

PART B

For purposes of this section, the following terms shall have the following meanings:

1. "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
 - (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
 - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
 - (3) ban provocative religious or political emblems from the workplace;
 - (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
 - (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
 - (6) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
 - (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs,

including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;

- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

ARTICLE II

ENFORCEMENT OF ARTICLE I.

The contractor agrees that the covenants and representations in Article I above are material conditions to this contract. In the event the contracting entity receives information that the contractor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give the contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare the contractor in default and/or terminate this contract for cause and procure the supplies, services or work from another source in any manner the entity deems proper. In the event of such termination, the contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the contractor, the difference between the contract price for the uncompleted portion of this contract and the cost to the contracting entity of completing performance of this contract either itself or by engaging another contractor or contractors. In the case of a requirements contract, the contractor shall be liable for such difference in price for the entire amount of supplies required by the contracting entity for the uncompleted terms of its contract. In the case of a construction contract, the contracting entity shall also have the right to hold the contractor in partial or total default in accordance with the default provisions of this contract, and/or may seek debarment or suspension of the contractor. The rights and remedies of the entity hereunder shall be in addition to, and not in lieu of, any rights and remedies the entity has pursuant to this contract or by operation of law.

10. INSTALLATIONS

10.1 Labor Law. The Seller specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that with respect to public work contracts:

- (a) No laborer, workman, or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in one week, except in the emergencies set forth in the Labor Law.
- (b) The wages paid for a legal day's work shall be not less than the prevailing

rate of wages as defined by law.

- (c) The minimum hourly rate of wage to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
- (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
 - (1) The stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended, or
 - (2) Less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

10.2 Seller's Obligations.

- (a) Sellers shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the required locations.
- (b) Where the contract involves performance of services on City facilities, all Sellers are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Contract. In no event will a failure to inspect a site constitute grounds for withdrawal or for a claim after award of the Contract.
- (c) All materials used in the installation shall be of good quality and shall be free from any and all defects which would make the appearance of the equipment or render it structurally unsound.
- (d) The Seller shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Seller, its employees, officers or agents.
- (e) Work shall be performed so as to cause the least inconvenience to the City, and its Agencies and with proper consideration for the rights of other contractors or workers. The Seller shall promptly perform its work and shall coordinate its activities with those of other contractors.

- (f) Installation shall include the furnishing of any equipment, rigging and materials required to install or replace the contract item in the proper location. If any alteration, dismantling or excavation, or the like is required to effect installation, the Seller shall thereafter promptly restore the structure or site to its original condition.
- (g) Materials, equipment or supplies shall be stored at the site only with the approval of the using Agency and at the Seller's sole risk. In general, such on-site storage should be avoided to prevent possible damage to or loss of the material.
- (h) The Seller shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work the premises shall be left in a neat unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order.

11. LAW INSERTED

It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any provision is not inserted herein or is not inserted in correct form, then this Contract shall forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

12. BREACH OF CONTRACT

Any breach or violation of any of the foregoing subdivisions of this Part IV entitled "Special Conditions" shall be deemed a breach or violation of a material provision of this Contract.

13. PROCUREMENT POLICY BOARD RULES

This contract is subject to the Rules of the Procurement Policy Board of the City of New York effective August 1, 1990, as amended. In the event of conflict between said Rules and a provision of this Contract, the rules shall take precedence.

PART V AFFIRMATIONS

THE SELLER AFFIRMS AND DECLARES THAT:

1. NO OTHER PERSON INTERESTED.

The Seller is of lawful age and is the only one interested in this Contract and that no other person, firm or corporation has any interest in this Contract.

2. FAIR PRACTICES

The Seller and each person signing on behalf of the Seller represents and warrants and certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 2.1 No Collusion. The prices in this contract have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competitor;
- 2.2 Prices Not Disclosed. Unless otherwise required by law, the prices which have been quoted in this Contract have not been knowingly disclosed by the Seller prior to the proposed opening, directly or indirectly, to any competitor; and
- 2.3 No Attempt to Restrict Competition. No attempt has been made or will be made by the Seller to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

The fact that the Contractor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the above.

3. NO INTEREST BY CITY OFFICER OR EMPLOYEE.

No member of the Council, or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this Contract or in the Goods or in the performance of this Contract, or in any portion of the profits thereof.

4. NOT IN ARREARS NOR IN DEFAULT TO CITY.

Said Seller is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon an obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the Seller to receive public contracts.

5. COMPLIANCE WITH SECTION 6-109 OF ADMINISTRATIVE CODE

The Seller, as an individual, or as a member, partner, director or officer, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that the Seller is not disqualified under the provisions of Section 6-109 of the Administrative Code for the award of this Contract and that it and its subcontractors engaged in the performance of the Contract: (i) will comply with the provisions of Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and (ii) have complied with the provisions of said Section 6-109 and said rules and regulations since their respective effective dates insofar as applicable to the Seller and to its subcontractors.

In the event of breach or violation of any of the foregoing, the Seller may be subject to damages, liquidated or otherwise, and cancellation of this Contract in whole or in part.

6. NON-DISCRIMINATION

The Seller, as an individual, or as a member, partner, director or office, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that it and its subcontractors engaged in the performance thereof (i) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the nondiscrimination provisions of Section 220-e of the New York State Labor Law; (ii) have complied with the provisions of the aforesaid laws since their respective effective dates; and (iii) will post notices to be furnished by the City, setting forth the requirements of the aforesaid laws in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of this Contract can readily view it, and will continue to keep such notices posted until the supplies, materials and equipment, or work, labor and services required to be furnished or rendered by the Seller have been finally accepted by the City.

7. NO PAYMENT OR GIFT

The Seller, if an individual, or if a firm, partnership or corporation, by executing this document as a member, partner, director or officer and on behalf of such firm, partnership or corporation, represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other Contract between the parties. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Seller makes such representations and warranties to induce the City to enter into this Contract and the City relies upon such representations and warranties in the execution hereof. For breach or violation of such representations or warranties,

the Agency Chief Contracting Officer shall have the right to annul this Contract without liability, entitling the City to recover all monies paid hereunder and the Seller shall not make claims for, or be entitled to recover, any sum or sums due under this Contract. This remedy, if effected, shall not constitute the sole remedy afforded the City for the falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Contract.

Non-Disclosure Agreement (NDA)
Harris Corporation, GCSD
Wireless Products Group (WPG)/Wireless Solutions

Effective Date: 1/13/2011

In order to protect certain Harris Corporation developed "Title 18" Protected Products, (hereinafter called "Products,") both HARRIS CORPORATION, a Delaware Corporation, through its GCSD Division ("HARRIS") and NEW YORK PD - TARU, FLUSHING, NEW YORK (hereinafter referred to as "Agency") mutually agree as follows:

1. The Products protected under this NDA include, but are not limited to the following:

WPG Title 18 USC Restricted Products	
RayFish Core Hardware Platforms	
[REDACTED]	X
[REDACTED]	X
[REDACTED]	X
RayFish Core Software	
[REDACTED]	X
RayFish Accessory Software	
[REDACTED]	X
RayFish Converters	
[REDACTED]	X
RayFish Accessories	
[REDACTED]	X
[REDACTED]	X
Power Amplifiers	
[REDACTED]	X
[REDACTED]	X
Handheld	
[REDACTED]	X
[REDACTED]	X
Accessories	
[REDACTED]	X
[REDACTED]	X
Wireless LAN Products	
[REDACTED]	X

2. Harris Corporation's Government Communications Systems Division, Wireless Products Group (hereinafter, "Harris") provides a number of tools, equipment and capabilities, both hardware and software (hereinafter "Products"), that provide users a capability to locate targets of interest. These Products are restricted and otherwise controlled under United States Code, Title 18, and by other governing policies, regulations and laws.

Missions utilizing in whole or in part the Harris Products are covered in their entirety by this NDA.

Agency is subject to this NDA and except for Court ordered or other judicially mandated disclosures, will not disseminate, publish or release any information about the operations, missions, equipment, CONOPS, mission or investigation results, methods or any other information related to or arising out of the use, deployment or application of the Products that would be deemed a release of technical data as is described and agreed to under this NDA. In the event of a court ordered or judicially mandated disclosure, Agency shall use its best efforts to make such disclosure in a manner that provides

maximum protection of the information to be disclosed. Agency shall promptly notify Harris upon receipt of such order or mandate and provide a copy of any such written order or mandate.

Further, Agency personnel may be exposed to additional Harris WPG equipment to which it may not have direct access, such as might be used by a federal partner to assist Agency and its personnel in performance of their duties. Agency understands that such exposure is also covered by this NDA and that it shall neither disclose its knowledge of such missions, equipment, CONOPS, mission or investigation results, methods or any other information that would be deemed a release of technical data as is described and agreed to under this NDA, nor will Agency or its personnel demand direct access to such Products through direct or indirect pursuits or inquiries to gain access to such restricted equipment.

Further, Agency will ensure the operation of Harris Products will be restricted to only those personnel permanently assigned to department sections tasked with completing electronic surveillance missions. Authorized personnel should be sworn members who possess arrest authority, but may include full-time civilian employees permanently assigned to the same department sections tasked with supporting electronic surveillance missions.

3. Agency shall not discuss, publish, release or disclose any information pertaining to the Products covered under this NDA to any third party individual, corporation, or other entity, including any affiliated or unaffiliated State, County, City, Town or Village, or other governmental agency or entity without the prior written consent of Harris and shall further limit the circulation and disclosure of information regarding the Products within its own organization to its employees or agents having a "need to know" about the Products and shall ensure that they are informed of the sensitive nature thereof and agree to and are required to observe the provisions of confidentiality set forth herein and under Title 18 of the U.S. Code.
4. This Agreement shall be binding upon the parties, their successors, and assignees. Neither party shall assign this Agreement nor any Product received from Harris pursuant to this Agreement without Harris' prior written consent.
5. This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Florida. Jurisdiction and venue shall lie in the State of Florida, Brevard County, for all causes of actions arising under this Agreement.
6. Removal of any Product listed herein from the restrictions under Title 18 of the U.S. Code in no way affects, voids or invalidates this Agreement, it being the intent of the Parties to treat this Agreement as enforceable notwithstanding such removal. Protection of all other Products herein remain in full force and effect.

Agency Representative (Department or Division Head):

End User Lead:

NYPD - TARU

Agency Organization

Delayne Hurley

Name

Inspector

Title

04/01/2011

Date

NYPD - TARU

End User Organization

Name

Detective

Title

04/01/2011

Date

Harris Corporation, Government Communications Systems Division:

X

Name

Title

Contracts Manager

Date

00/00/0000

◊

000055

PURCHASE ORDER

**New York City Police Department
Technical Assistance Response Unit
Fort Totten – Building 614
Bayside, NY 11359
(718)971-1400**

P.O.#CF2011-10

March 24, 2011

Vendor Information: Company: Harris Corp – Wireless Products Group
Contact: Jackie Ruble
Address: PO Box 9800, M/S R5-11A
City / State: Melbourne, Fl 32902-9800
Phone #: (800) 358-5297 Fax #: (321) 309-7437

Dear Sir/Madam:

Please accept this letter as notification that the NYC Police Department is placing with you the following order. This order is placed under the terms and conditions provided by Quote # QTE6779-02906 from your company:

<u>Item(s)</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Total			

Deliver Items and Invoice to: **NYC POLICE DEPARTMENT**
Fort Totten – Building 614
Bayside, NY 11359

Please direct any questions to Sgt. Allison Keating at 718-971-[REDACTED] Thank you for your assistance and cooperation.

Sincerely,

DeLayne D. Harley
Inspector

**This communication is CONFIDENTIAL and is for OFFICIAL USE ONLY
NOT TO BE PUBLISHED**

000056

AMENDATORY AGREEMENT
PIN 056090000630

This Amendment Agreement, dated as of May 16, 2011 by and between The City of New York ("the City"), acting by and through the Police Department of the City of New York ("the Department") having its principal office at One Police Plaza, New York, New York 10038 and Harris Corporation ("Harris") having an office at 407 N. John Rodes Boulevard, Melbourne, FL 32935.

Whereas, by an Agreement ("the Original Agreement"), Number CT 056 090000630 entered into between the above parties as of March 2, 2009, the City agreed to purchase and the Contractor agreed to provide the City with an upgrade to the NYPD's cellular tracking equipment, more fully described in the Original Agreement; and

Whereas, the City estimated that the total contract amount of \$610,791.00 payable for said services described in said Original Agreement would be sufficient to cover its anticipated requirements; and

Whereas, the term of the Original Agreement is from March 19, 2009 to June 15, 2012; and

Whereas, the NYPD requires that this contract be extended for one additional year; and

Whereas, it is necessary that maintenance on all Harris equipment be extended to the updated expiration date of this agreement; and

NOW, THEREFORE, in consideration of the promises hereinafter contained, the parties hereto agree to an Amendment of the Original Agreement as follows:

A. Documents forming Amendment Agreement

The following documents, listed in order of precedence (in the event of conflict), shall comprise this Amendment Agreement:

1. This Amendatory Agreement.
2. Attachment 1: Section 4-02 of the City's Procurement Policy Board Rules—Contract Changes.
3. Harris Corporation Quote QTE6779-02724 dated 4/12/2011.

B. Deliverables

Contractor shall provide extended maintenance from 5/1/11 through 6/15/13. The terms and conditions of the extended maintenance shall mirror Section II.A.2

“Warranty/Maintenance” of the original agreement. Extended maintenance shall be provided on the following items:

C. Compensation

As consideration for the above, the Department agrees to pay \$86,389.00. Therefore the total contract value has changed from \$610,791.00 to \$697,180.00.

D. Additional Modifications to the Agreement:

The current contract term is from March 19, 2009 to June 15, 2012. This Amendatory Agreement shall increase the contract term by one (1) year. The new contract term shall be from March 19, 2009 to June 15, 2013.

All other terms and conditions of the original Agreement, as amended, shall remain in full force and effect.

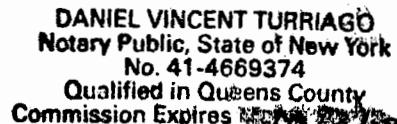
IN WITNESS WHEREOF, the parties hereto execute this agreement on this 16th
day of May, 2011.

Sworn to me this 16 day of
MAY, 2011.

D. J. T.
NOTARY PUBLIC

CITY OF NEW YORK
POLICE DEPARTMENT

Edward J. Alocco
By: Edward J. Alocco
Deputy Commissioner,
Management and Budget



Sworn to me this 10th day of

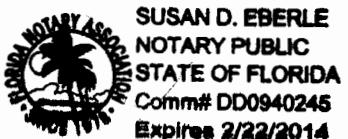
Harris Corporation

May, 2011.

Susan D. Eberle
NOTARY PUBLIC

Jill S. Horne
By: Signature of Authorized
Contract Representative

Corporate Seal:



(2) Assessments of Client Satisfaction. The agency shall assess client satisfaction by using techniques such as periodic interviews with clients, interviews with members of the clients' families, questionnaires to survey clients or their families, or such other techniques as may be appropriate. In the event that interviews or surveys are used, clients shall be selected on a statistically random basis to ensure sampling of a representative cross-section of the client population.

Section 4-02 CONTRACT CHANGES.

(a) Policy.

(1) All changes to existing contracts shall be approved by the ACCO and shall be reflected in a change order, which, once authorized, shall become a part of the original contract. A copy of the change order shall be sent to the vendor within ten days after authorization of the change. Vendors who deviate from the requirements of the original contract without a duly authorized change order do so at their own risk.

(2) The ACCO may include in any solicitation a provision for determining the cost of expected changes, so that these costs can be competitively determined before award.

(b) Types of Changes Permitted.

(1) Changes may include any one or more of the following:

- (i) specification changes to account for design errors or omissions;
- (ii) changes in contract amount due to authorized additional or omitted work. Any such changes require appropriate price and cost analysis to determine reasonableness. In addition, except for non-construction requirements contracts, all changes that cumulatively exceed the greater of ten percent of the original contract amount or \$100,000 shall be approved by the CCPO;
- (iii) extensions of a contract term for good and sufficient cause for a cumulative period not to exceed one year from the date of expiration of the current contract. Requirements contracts shall be subject to this limitation;
- (iv) changes in delivery location;
- (v) changes in shipment method; and
- (vi) any other change not inconsistent with this section.

(2) Changes Not Permissible for Material Alterations of Scope. Changes are permitted only for work necessary to complete the work included in the original scope of the contract, and for non-material changes to the scope of the contract. Changes are not permitted for material alterations in the scope of the work or for the insertion of a renewal clause to the contract. Material alterations to the scope of the work may be made only by a new procurement.

(3) Small Purchases. Changes to small purchases shall not bring the total value of the procurement to an amount greater than the small purchase limits.

(c) Adjustments of Price or Time for Performance. The vendor may be entitled to a price adjustment for extra work performed or to be performed pursuant to a written change order. If any part of the contract work is necessarily delayed by a change order, the vendor may be entitled to an extension of time for performance.* Adjustments to price shall be validated for reasonableness by using appropriate price and cost analysis.

(d) Documentation.

(1) Changes shall be categorized by type and numbered sequentially.

(2) For each procurement, the ACCO shall maintain a log of all executed change orders that shall include:

- (i) the name of the vendor and the original contract amount;
- (ii) the reason(s) for and the dollar amount of the change order; and
- (iii) a running total of the value of the changes and the resulting revised contract amount.

(3) As-built field records shall be maintained by the agency or its designated construction site representative.

Section 4-03 EXTENSIONS OF TIME FOR PERFORMANCE.

(a) Application. If performance by the contractor is delayed for a reason set forth in the contract, reasonable extension in time for performance may be allowed.

(b) Goods and Non-Construction Related Services.

(1) An extension of time may be granted only by the ACCO of the agency that awarded the contract, upon written application by the contractor.

* §4-03 of these Rules



HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Quote	QTE6779-02724
Date	4/12/2011
Page:	1

Quotation

Bill To:

New York Police Department TARU
Attn: Mike Werner
Chief of Dept
150-28 Union Turnpike
Flushing NY 11367
[REDACTED]

Ship To:

Allison Keating
NYC Police Department
Fort Totten, Bldg. 614
718-971-[REDACTED]
Bayside NY 11359

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	NYPD-001	WPG3	BEST WAY	Net 30	0/0/0000	3,319
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
	NOTE Prices for all items extend Maintenance, to expire 6/15/2013. Serial Numbers are listed below the Maint P/N. [REDACTED]	Maintenance for [REDACTED]	*			\$0.00
		Maintenance for [REDACTED]	EA			[REDACTED]
		Maintenance [REDACTED]	EA			[REDACTED]
		Maintenance [REDACTED]	EA			[REDACTED]
		Maintenance [REDACTED]	EA			[REDACTED]
		Maintenance [REDACTED]	EA			[REDACTED]
		Maintenance for [REDACTED]	EA			[REDACTED]
		Maintenance [REDACTED]	EA			[REDACTED]
		Maintenance [REDACTED]	EA			[REDACTED]
		Maintenance [REDACTED]	EA			[REDACTED]
		Maintenance [REDACTED]	EA			[REDACTED]



HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Quote	QTE6779-02724
Date	4/12/2011
Page:	2

Quotation

Bill To:

New York Police Department TARU
Attn: Mike Werner
Chief of Dept
150-28 Union Turnpike
Flushing NY 11367
[REDACTED]

Ship To:

Allison Keating
NYC Police Department
Fort Totten, Bldg. 614
718-971-[REDACTED]
Bayside NY 11359

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	NYPD-001	WPG3	BEST WAY	Net 30	0/0/0000	3,319
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		Maintenance [REDACTED]	EA		[REDACTED]	
		Maintenance [REDACTED]	EA		[REDACTED]	
		Maintenance [REDACTED]	EA		[REDACTED]	
NOTE			*		\$0.00	

Remit Payment To:

Electronic Funds Transfer (EFT):	GCSD Mail Deposits:	GCSD Overnight Deliveries:
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA Account No: 30523187 ABA RTG No: 021000089	Harris GCSD P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759	Harris GCSD - LB 6759 C/O Citibank Delaware Lockbox Operations 1615 Brett Road New Castle, DE 19720 Phone number: 302-323-3600

Please reference the invoice number with your payment.

Subtotal	\$86,389.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$86,389.00

000063

PURCHASE ORDER

**New York City Police Department
Technical Assistance Response Unit
Fort Totten – Building 614
Bayside, NY 11359
(718)971-1400**

P.O.#CF2011-17

May 18, 2011

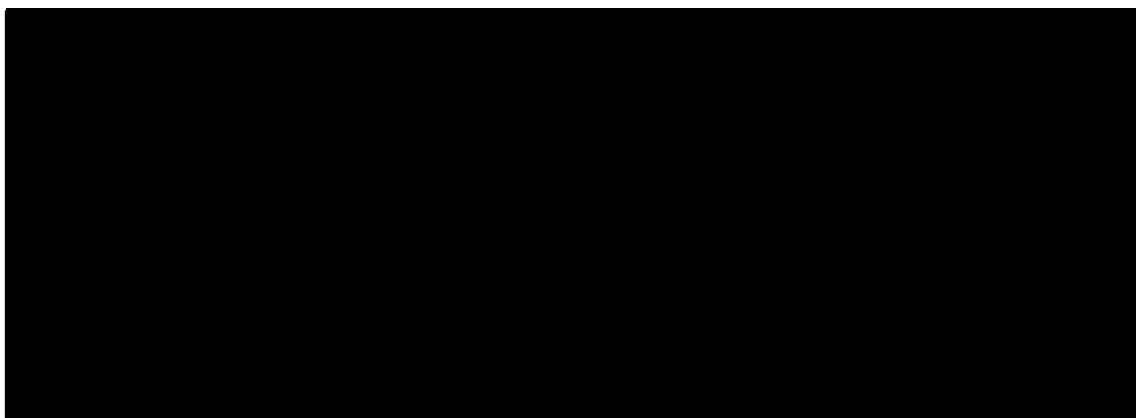
Vendor Information: Company: Harris Corp – Wireless Products Group
Contact: Julie Bonine
Address: PO Box 9800, M/S R5-11A
City / State: Melbourne, Fl 32902-9800
Phone #: (800) 358-5297 Fax #: (321) 309-7437

Dear Sir/Madam:

Please accept this letter as notification that the NYC Police Department is placing with you the following order. This order is placed under the terms and conditions provided by Quote # QTE6779-02724 from your company:

<u>Item(s)</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
----------------	-----------------	-------------------	-----------------------

**All listed item numbers are an extension to maintenance from May 1, 2011
Through June 15,2013:**

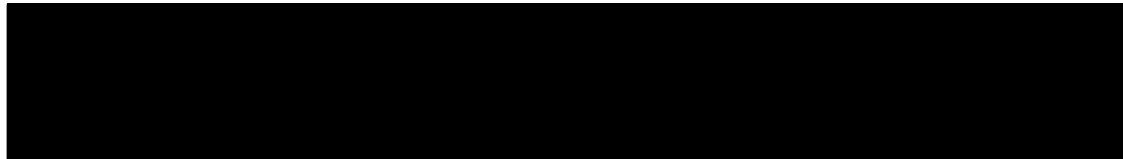


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PURCHASE ORDER

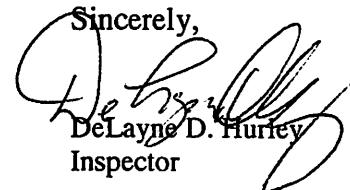
P.O. CF 2011-17 Harrris Maintenance



Total \$86,389.00

Deliver Items and Invoice to: **NYC POLICE DEPARTMENT**
Fort Totten – Building 614
Bayside, NY 11359

Please direct any questions to Sgt. Allison Keating at 718-971-[REDACTED] Thank you for your assistance and cooperation.

Sincerely,

DeLayne D. Hurley
Inspector

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PURCHASE ORDER

New York City Police Department
Technical Assistance Response Unit
Fort Totten – Building 614
Bayside, NY 11359
(718)971-1400

P.O.#CF2012-01

August 2, 2011

Vendor Information: Company: Harris Corp – Wireless Products Group
Contact: Susan McCreery
Address: PO Box 9800, M/S R5-11A
City / State: Melbourne, FL 32902-9800
Phone #: (800) 358-5297 Fax #: (321) 309-7437

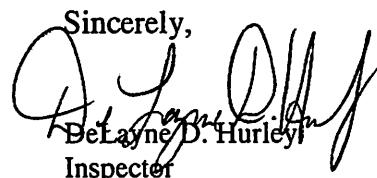
Dear Sir/Madam:

Please accept this letter as notification that the NYC Police Department is placing with you the following order. This order is placed under the terms and conditions provided by Quote # QTE6779-03097 from your company:

<u>Item(s)</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
[REDACTED]			
			<u>Total</u> [REDACTED]

Deliver Items and Invoice to: **NYC POLICE DEPARTMENT**
Fort Totten – Building 614
Bayside, NY 11359

Please direct any questions to Sgt. Allison Keating at 718-971 [REDACTED] Thank you for your assistance and cooperation.

Sincerely,

Det. Layne D. Hurley
Inspector

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BE PUBLISHED

000066

AGREEMENT made this 19th day of March, 2015, by and between the CITY OF NEW YORK ("CITY") acting through its Police Department ("Department" or "NYPD") having its principal office located at 1 Police Plaza, New York, NY 10038, and Harris Corporation ("Contractor") a corporation having its principal office located at 1025 West NASA Boulevard, Melbourne, FL 32919.

W I T N E S S E T H

WHEREAS, NYPD currently has [REDACTED] cellular tracking systems which are used by its Technical Assistance Response Unit ("TARU") to covertly identify the location of a targeted cellular device using Radio Frequency Direction Finding technology ("RFDF");

WHEREAS, NYPD desires to purchase [REDACTED] cellular tracking systems to enhance its ability to conduct separate RFDF missions and to upgrade all [REDACTED] systems to [REDACTED] which has the ability to locate [REDACTED] cellular devices in addition to the current [REDACTED];

WHEREAS, NYPD desires also to purchase extended maintenance for all [REDACTED] cellular tracking systems, as well as, training in each of the technologies for its employees;

WHEREAS, NYPD desires to retain the Contractor to perform the services set forth herein; and

WHEREAS, the Contractor is capable of providing such goods and services, having been selected by the NYPD pursuant to section 3-04 of the Procurement Policy Board Rules as a negotiated acquisition;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

I. TERM

The NYPD shall issue in writing a Notice of Award to Contractor upon the registration of the Contract with the City of New York's Office of the Comptroller. The Notice of Award shall state the date that the Contractor shall commence work. For the purposes of computing time under the Contract, the Date indicated in the Notice of Award shall be the contract commencement date.

The term of this Agreement shall be for two (2) years from Notice of Award with three (3) one (1) year options for renewal.

II. SCOPE OF SERVICES

The Contractor shall provide the NYPD with cellular tracking systems, upgrades, extended maintenance and training (“Goods and Services”) in accordance with the terms and conditions set forth herein:

- A. Cellular Tracking Systems.** The following hardware and software items and upgrades shall constitute the cellular tracking systems (“Systems”) to be purchased and maintained pursuant to this Agreement:

<u>QTY</u>	<u>Item</u>	<u>Description</u>
1	2009523-101	PC Controller
1		
1		
1		
1		
1		
1	2009523-101	Laptop PC Controller
		<i>This \$3,500 valued laptop PC is included in the cost of the [REDACTED]</i>
1		
1		
1		

B. Contractor's Maintenance Responsibilities

1. The following maintenance services shall be provided for the Systems by Contractor:

<u>QTY</u>	<u>Item</u>	<u>Description</u>
1		Maintenance

2. The Contractor shall provide telephone support for on a 24 hour a day/7 day a week/365 day a year basis.

3. The Contractor shall provide off-site hardware and software maintenance during the term of the Agreement. The Contractor shall provide labor, shipping, and new or rebuilt parts at no additional charge to the NYPD, as part of the covered service.

4. The Contractor shall provide any and all software upgrades during the term of the Agreement.

C. Training

<u>QTY</u>	<u>Item</u>	<u>Description</u>
1	TRAIN-MLB	Training - Melbourne (tuition only)
1	TRAIN-MLB	Training - Melbourne (tuition only)
1	TRAIN-MLB	Training - Melbourne (tuition only)
1	TRAIN-MLB	Training - Melbourne (tuition only)

Training classes are 12 hours over 2 days per product per protocol for a maximum of four (4) students. Training will be held in Melbourne, Florida. Travel expenses will be provided by the NYPD.

D. Exclusions and Modifications to Terms and Conditions

1. Appendix A, Article 2, Section 2.02, Paragraphs D-H: Not Applicable to this Agreement.
2. Appendix A, Article 3, Section 3.01, Paragraph E: This language shall be stricken from the Agreement. This Agreement shall not be assigned.
3. Appendix A, Article 3, Section 3.02: This language shall be stricken from the Agreement. This Agreement shall not be subcontracted.
4. Appendix A, Article 6, Section 6.01, Paragraph B: The first sentence shall read, in part, “[a]ny reports, documents, data, photographs, deliverables, and/or other materials *produced* pursuant to this Agreement...” (emphasis added).
5. Appendix A, Article 7, Section 7.07, Paragraph F: The first sentence shall read, in part, “All insurance policies required pursuant to Sections 7.02 and 7.03 shall contain an endorsement requiring that the issuing insurance company *or the Contractor* endeavor to provide the City with advance written notice in the event such policy is to expire or be cancelled or terminated for any reason...” (emphasis added).

E. Warranty

The Contractor warrants service and parts for one (1) year. The Contractor will repair the Equipment or replace such parts found to be defective during this period. This warranty shall survive the expiration or termination of this Agreement.

F. Delivery

1. All products are to be delivered to the following location, F.O.B. Destination:

New York Police Department TARU
Fort Totten Building 614
Bayside, NY 11359
Attn: Sgt. Allison Keating
646-971-1400

2. The Contractor shall deliver the Goods in accordance with the delivery schedule and comply with the special provisions, if any, included herein and made a part of this Agreement. Time is of the essence in compliance by the Contractor with the delivery schedule.

IV. FINANCIAL PROVISIONS

A. Maximum Reimbursable Amount

The Maximum Reimbursable Amount for the term of this Agreement shall not exceed one million two hundred forty-eight thousand nine hundred dollars (\$1,248,900.00), inclusive of all expenses, overhead and profit. No liability shall be incurred by the City beyond the amount of such monies.

B. Schedule of Payment

1. Payment shall be made in accordance with the Procurement Policy Board (PPB) Rules, Section 4-06.
2. NYPD will pay Contractor in accordance with the following terms:
 - a. Contractor may invoice the Department upon shipment of the Goods. The Department shall pay Contractor upon acceptance of the Goods.
 - b. Invoice and payment for extended maintenance shall be made at the beginning of the maintenance year.
 - c. Contractor may invoice the Department for training upon successful completion of the training classes.
3. Contractor shall deliver invoices to the Department for services performed. Payment Requests are to be forwarded to the Department at the following address(es):

New York Police Department TARU
Fort Totten Building 610
Bayside, NY 11359

4. All invoices submitted by Contractor shall contain the following:
 - a. Item description
 - b. Category (equipment, labor cost or consultant)
 - c. Quantity
 - d. Unit Cost
 - e. Model and Serial numbers
 - f. Description of services performed (when applicable)
 - g. Date(s) of service (when applicable)
 - h. Invoice date
 - i. Invoice number

C. Disallowances

The Department may disallow for payment any expenses or charges which were not authorized or documented in accordance with the terms of this Agreement, or for failure to deliver any required service or work product to the satisfaction of the Department.

V. MISCELLANEOUS

A. Non-Assignment/Subcontractor

This Agreement shall neither be assigned nor subcontracted by the Contractor in whole or in part without the prior express written consent of NYPD.

B. Legal Compliance

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service provided pursuant to this contract, complies with all pertinent provisions of federal, state or local statutes, rules and regulations, and that all necessary approvals thereunder have been obtained.

C. Termination

The Department shall have the right to terminate this Agreement without cause provided that written notice of termination is given at least ten (10) days prior to the effective date of the proposed termination. Upon termination of this Agreement, the Contractor shall immediately cease the provision of all Services and return to the Department all NYPD equipment, materials and supplies within the possession and control of Contractor.

D. Confidentiality and Security

a. Terms of Confidentiality

1. The Contractor agrees that all NYPD records, reports, information, or data which it may have access to, examine, prepare, maintain, or have custody of and deliver hereunder ("Confidential Information") shall be kept strictly confidential. The Contractor shall not at any time during the term of this Agreement, or thereafter, make any disclosure or statement or release to any third party any Confidential Information without the prior written approval of the NYPD.
2. Upon expiration or termination of this Agreement, the Contractor shall return to the NYPD any and all Confidential Information in the possession of the Contractor or its Subcontractor(s), and permanently delete any and all Confidential Information maintained in any electronic form by the Contractor or its Subcontractors.
3. The Contractor agrees that it will instruct its officers, employees, Subcontractors, and agents regarding the provisions of this Agreement concerning the confidentiality of any and all NYPD Information and hold them responsible for maintaining such confidentiality.
4. A breach of this section shall constitute a material breach of this Agreement for which the NYPD may assess liquidated damages as set forth in this Agreement, if applicable, or terminate the Agreement. The NYPD reserves any and all other rights and remedies in the event of unauthorized disclosure.
5. This provision shall survive the expiration or termination of this Agreement.

b. Security of Facilities

1. The Contractor, Subcontractor(s), and their employees may not make statements to the media about any operations of the OCME or its work performed pursuant to this Agreement without prior written permission of the NYPD. NYPD will either provide such written permission, or notify Consultant that permission will not be given, within fourteen (14) days of receipt of the request.
2. Identification and Sign-In of Contractor employees. NOT APPLICABLE
3. WARNING ON CAMERAS AND RECORDING DEVICES. For security reasons, cameras, video cameras and other image recording devices shall not be used by vendors/bidders or any other non-NYPD personnel during site visits, unless expressly authorized by the NYPD project manager. Anyone caught violating this policy will be escorted off of NYPD property. Furthermore, any images that have been recorded shall be deleted in the presence of NYPD

- personnel. In the event that the recording of images is authorized by the NYPD project manager, all recorded images shall remain the exclusive property of the NYPD and shall be deleted/destroyed by the vendor/bidder at the conclusion of the bid process or the term of the contract, whichever comes later. The vendor/bidder shall notify the NYPD project manager in writing that the recorded images have been deleted/destroyed. The authorized recorded images shall be used only for the bid process and/or to complete the project. The Contractor agrees to hold confidential, both during and after the completion or termination of this Contract, all of the authorized recorded images. The Contractor agrees that such authorized recorded images shall not be made available to any person or entity without the prior written approval of the NYPD.
4. Contractor maintains a Top Secret facility clearance. The City must adhere to all security protocols of the Contractor before entering the Contractor's premises, which protocols may include NDAs, security checks and procedures mandated by federal regulations.

E. NO VENDOR INDUCED INHIBITING CODE

The Contractor shall not include any Vendor Induced Inhibiting Code (or VIIC) or any other inhibitor on reports and data submitted and provided to the City under this Agreement. VIIC is defined as any deliberately included application or system code that will degrade performance, result in inaccurate data, deny accessibility, or adversely effect, in any way, programs or data or use of the system.

F. Liquidated Damages

Without limiting any other right in law and at equity, the NYPD reserves the right, during the term of this Agreement, to have the work required hereunder performed by another contractor, and to impose liquidated damages on the Contractor, if the Contractor fails to satisfactorily perform or is unable to perform any specific work order or task. Liquidated Damages are specified as follows:

For each occurrence of a breach of confidentiality, pursuant to Section V (D) above or Section 19.08, Appendix A, Confidentiality and Security of All Materials, the NYPD shall withhold one thousand dollars (\$1,000.00).

G. Merger

This written Agreement, including Appendix A attached hereto and made a part hereof, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

H. PPB Rules

This contract is subject to the Rules of the Procurement Policy Board of the City of New York effective April 2010, as amended. In the event of a conflict between said Rules and a provision of this contract, the Rules shall take precedence.

I. Notices

All notices or other communications (other than invoices, see above) required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered in person or five (5) days after the date deposited with Federal Express, any other international expedited mail service, or by certified mail, postage prepaid, addressed to the addresses of the parties set forth below:

Contractor Notices: **Harris Corporation – Wireless Products Group, P.O. Box 9800, M/S R5-11A, Melbourne, FL 32902.**

Department Notices: **New York City Police Department, Commanding Officer – TARU, 150-28 Union Turnpike, Flushing, NY 11367.**

Copies of all Notices: **New York City Police Department, Contract Administration Unit, 51 Chambers Street, 3rd floor, New York, New York 10007, Attn: Agency Chief Contracting Officer.**

Each Party shall notify the other party in writing by the methods specified in this section if there are any changes in addresses or in the names or titles of the contact persons. After any such written notification of a change of address, all subsequent notices shall be sent to the new address.

J. Appendix A

Appendix A, "General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services" is annexed hereto and made a part hereof.

K. Priority

In the event of conflict between any attachments incorporated herein by reference and this Agreement, the following order of priority shall apply:

- this Agreement
- Exhibit 1 – Contractor's Price Quote (#QTE6779-03127)
- Appendix A – General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services
- Appendix B – Whistleblower Protection Act
- Appendix C – Iran Divestment Act

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized by the Contractor and by The Department, as follows:

**THE NEW YORK CITY
POLICE DEPARTMENT**

Frank Bell
AUTHORIZED REPRESENTATIVE

Asst Comm
TITLE

Lafferty
SIGNATURE

3/19/13
DATE

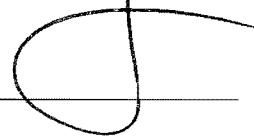
**HARRIS CORPORATION
COMPANY NAME (PRINT)**

Brian W. Curry
AUTHORIZED REPRESENTATIVE (PRINT)

Contracts Manager
TITLE

Brian W. Curry
SIGNATURE

March 14, 2013
DATE



ACKNOWLEDGMENT

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

ss:

On the 14th day of March, 2013, before me the undersigned, personally appeared Kevin T. Murtagh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as the **VENDOR** and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



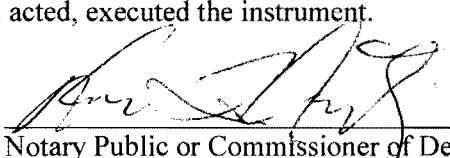
Notary Public or Commissioner of Deeds



STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

On the 19th day of March, 2013, before me the undersigned, personally appeared Frank Gatto, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as the **CITY OF NEW YORK, acting through its Police Department**, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public or Commissioner of Deeds

KEVIN T. MURTAGH
NOTARY PUBLIC, State of New York
No. 02MU6085420
Qualified in Queens County 14
Commission Expires Dec. 30, 2014

PIN #: 05613SPEX104

Contract Title: Cellular Tracking Systems, Upgrades, and Maintenance

CITY OF NEW YORK NYPD LEGAL BUREAU
APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY



Deputy Commissioner, Legal Affairs

Dated: 3/5/13

AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contract except n/a.

Full name of Proposer or Bidder *[below]*

Harris Corporation

Address 2400 Palm Bay Road

City Palm Bay State FL Zip Code 32905

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole Proprietorships

SOCIAL SECURITY NUMBER _____

B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER _____

C - Corporation

EMPLOYER IDENTIFICATION NUMBER 34-0276860 _____

By Brian D. Cunn
Signature
Contracts Manager
Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

- * Under the Federal Privacy Act, the furnishing of Social Security numbers by bidders or proposers on City contracts is voluntary. Failure to provide a Social Security number will not result in a bidder's/proposer's disqualification. Social Security numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying businesses seeking City contracts.

CERTIFICATION BY BROKER

[Pursuant to Article Seven of Appendix A, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

[Name of broker (typewritten)]

[Address of broker (typewritten)]

[Signature of authorized officer of broker]

[Name of authorized officer (typewritten)]

[Title of authorized officer (typewritten)]

[Contact Phone Number for Broker (typewritten)]

[Email Address of Broker (typewritten)]

Sworn to before me this

____ day of _____, 201__

NOTARY PUBLIC

APPENDIX B

NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS

This contract includes a provision concerning the protection of employees for whistleblowing activity, pursuant to New York City Local Law Nos. 30-2012 and 33-2012, effective October 18, 2012 and September 18, 2012, respectively. The provisions apply to contracts with a value in excess of \$100,000.

Local Law No. 33-2012, the Whistleblower Protection Expansion Act (“WPEA”), prohibits a contractor or its subcontractor from taking an adverse personnel action against an employee or officer for whistleblower activity in connection with a City contract; requires that certain City contracts include a provision to that effect; and provides that a contractor or subcontractor may be subject to penalties and injunctive relief if a court finds that it retaliated in violation of the WPEA. The WPEA is codified at Section 12-113 of the New York City Administrative Code.

Local Law No. 30-2012 requires a contractor to prominently post information explaining how its employees can report allegations of fraud, false claims, criminality, or corruption in connection with a City contract to City officials and the rights and remedies afforded to employees for whistleblowing activity. Local Law No. 30-2012 is codified at Section 6-132 of the New York City Administrative Code.

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

- (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
- (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
- (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - (i) ~~how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and~~
 - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.

- (d) For the purposes of this rider, “adverse personnel action” includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
- (e) This rider is applicable to all of Contractor’s subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

Appendix C

IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR NEW YORK CITY CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated:

MARCH, New York
14, 2013

Brian W. Curry
SIGNATURE

BRIAN W. CURRY
PRINTED NAME

CONTRACTS MANAGER
TITLE

Sworn to before me this

14th day of March, 2013

Notary Public

Dated:



PURCHASE ORDER

**New York City Police Department
Technical Assistance Response Unit
Fort Totten – Building 614
Bayside, NY 11359
(718)971-1400**

P.O.#CF2013-12

March 28, 2013

Vendor Information: Company: Harris Corp-Wireless Products Group
Contact: Brian Curry/Louise Moggio
Address: PO Box 9800, M/S R5-11A
City / State: Melbourne, Fl 32902-9800
Phone #: (800) 358-5297 Fax #: (321) 309-7437

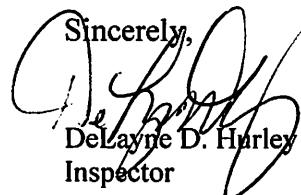
Dear Sir/Madam:

Please accept this letter as notification that the NYC Police Department is placing with you the following order. This order is placed under the terms and conditions provided by Contract # 05613SPEX104 (Quote# QTE6779-03127) from your company:

<u>Item(s)</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Cellular Tracking Systems, Upgrades and Maintenance as per contract			
		Total	\$1,248,900.00

Deliver Items and Invoice to: **NYC POLICE DEPARTMENT
Fort Totten – Building 614
Bayside, NY 11359**

Please direct any questions to Sgt. Allison Keating at 718-971-[REDACTED] Thank you for your assistance and cooperation.

Sincerely,

DeLayne D. Hurley
Inspector

**This communication is CONFIDENTIAL and is for OFFICIAL USE ONLY
NOT TO BE PUBLISHED**

000086

**CHANGE ORDER #1 TO THE
AGREEMENT WITH
HARRIS CORPORATION
PIN 05613SPEX104**

This **Change Order #1** ("Change Order"), effective as of the 8 day of April, 2013 to the Agreement is hereby entered into by and between the City of New York acting through the New York City Police Department located at One Police Plaza, New York, New York 10038 ("Department" or "NYPD") and Harris Corporation ("Contractor" or "Harris") a corporation having its principal office located at 1025 West NASA Boulevard, Melbourne, FL 32919.

WITNESSETH:

WHEREAS, the Department and Harris entered into an agreement, PIN 05613SPEX104, for the Contractor to provide the City with cellular tracking systems, upgrades, extended maintenance and training;

WHEREAS, the Department and Harris were made aware of discrepancies between the quantities listed in the Agreement and in the Contractor's Price Quote; and

WHEREAS, in order to correct the discrepancies, the Agreement is being amended in accordance with the Procurement Policy Board Rules section 4-02 and Article 9 of Appendix A to the Agreement.

NOW THEREFORE, in consideration of these premises, the Parties do hereby agree to amend the Agreement as follows:

1. Delete Section II, A. Cellular Tracking Systems, and replace with the following:

- A. Cellular Tracking Systems.** The following hardware and software items and upgrades shall constitute the cellular tracking systems (“Systems”) to be purchased and maintained pursuant to this Agreement:

This \$3,500 valued laptop PC is included in the cost of the

2. Except as expressly amended herein, all the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Change Order has been duly executed the date and year first written above.

HARRIS CORPORATION

By: Brian W. Curry

Signature: Brian W. Curry

Title: Contracts Manager

Date: April 4, 2013

NEW YORK POLICE DEPARTMENT

By: Frank Bello

Signature: Frank Bello

Title: Assistant Commissioner

Date: April 8, 2013

STATE OF FL, COUNTY OF Brevard, ss:

On the 4th day of April, 2013 before me personally appeared Brian W. Curry, who being by me duly sworn, did say that he/she is the Contracts Manager of Harris Corporation, the corporation described in the foregoing instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Francis R. Moher
Signature of Notary Public



STATE OF NY, COUNTY OF NEW YORK, ss:

On this 8th day of April, 2013 before me personally appeared FRANK BELLO, to me known to be the ASSISTANT COMMISSIONER/ACCO of the City of New York Police Department, the person described as such in and who as such executed the same as Commissioner for the purposes therein mentioned.

Frank Bello
Signature of Notary Public

Robert Blumenkopf
Notary Public - State of New York
No. 02546901799
Suffolk County
17

**CHANGE ORDER #2 TO THE
AGREEMENT WITH
HARRIS CORPORATION
PIN 05613SPEX104**

This **Change Order #2**, effective as of the 15th day of April, 2014 to the Agreement is hereby entered into by and between the City of New York acting through the New York City Police Department located at One Police Plaza, New York, New York 10038 ("Department" or "NYPD") and Harris Corporation ("Contractor" or "Harris") a corporation having its principal office located at 1025 West NASA Boulevard, Melbourne, FL 32919.

W I T N E S S E T H:

WHEREAS, the Department and Harris entered into an agreement, PIN 05613SPEX104, for the Contractor to provide the City with cellular tracking systems, upgrades, extended maintenance and training;

WHEREAS, the Department seeks to modify provisions in the contract related to training and purchase additional months of maintenance services for some of its systems; and

WHEREAS, the Agreement is being amended in accordance with the Procurement Policy Board Rules section 4-02 and Article 9 of Appendix A to the Agreement.

NOW THEREFORE, in consideration of these premises, the Parties do hereby agree to amend the Agreement as follows:

1. Contract Value: the value of the Agreement shall be reduced by \$36.00 to \$1,248,864.00.
2. Modify Section II, B. Contractor's Maintenance Responsibilities to add the number of months indicated to extend the current maintenance term for the below-mentioned systems. The costs of the extended maintenance terms shall be prorated accordingly. The extended, prorated maintenance terms shall be as follows:

System	Annual Maint. Cost	Mthly Maint. Cost	Ex. Maint. Months	Total Pro-Rated Cost
			8	
			8	
			7	
			7	
			7	
			7	
			1	

	1	
	1	
	1	
	3	
	3	
	3	
	3	
TOTAL		\$ 34,364.00

3. Delete Section II, C. Training, and replace with the following:

C. Training

<u>QTY</u>	<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
2	TRAIN-EC	Training – East Coast	\$6,800.00	\$13,600.00

Training classes are 12 hours over 2 days per product per protocol for a maximum of four (4) students and one (1) observer. Training will be held in New York City at a location to be determined by the NYPD. Contractor's travel, accommodations, and incidental expenses are included in the unit price.

4. Except as expressly amended herein, all the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Change Order 2 has been duly executed in triplicate on the date and year first written above.

HARRIS CORPORATION

By: Brian W. Curry

Signature: Brian W. Curry

Title: Contracts Mgr.

Date: 4/8/2014

NEW YORK POLICE DEPARTMENT

By: Vincent Grippo

Signature: E.G.P.

Title: Deputy Commissioner

Date: 4/15/14

STATE OF FLORIDA COUNTY OF BREVARD , ss:

On the 8th day of April , 2014 before me personally appeared Brian W. Curry , who being by me duly sworn, did say that he/she is the Contracts Manager of Harris Corporation, the corporation described in the foregoing instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Susan D Eberle

Signature of Notary Public



SUSAN D. EBERLE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF063074
Expires 2/22/2018

STATE OF NY, COUNTY OF NEW YORK, ss:

On this 15th day of April , 2014 before me personally appeared Vincent Grippo, to me known to be the DEPUTY COMMISSIONER of the City of New York Police Department, the person described as such in and who as such executed the same as Commissioner for the purposes therein mentioned.

Rebecca Blumenkopf

Rebecca Blumenkopf
Notary Public - State of New York
No. 02BL6201799
Qualified in Kings County
Commission Expires March 02, 2017

**RENEWAL TO THE
AGREEMENT BETWEEN HARRIS CORPORATION AND
THE CITY OF NEW YORK POLICE DEPARTMENT**

This **RENEWAL**, dated as of May 26, 2015, by and between **The City of New York** ("the City"), acting by and through the **Police Department of the City of New York** ("the Department" or "NYPD") having its principal office at One Police Plaza, New York, New York 10038, and **HARRIS CORPORATION** ("Harris" or "Vendor") having its principal office located at 1025 West NASA Boulevard, Melbourne, FL 32919.

PIN # 05613SPEX104

W I T N E S S E T H:

WHEREAS, by an Agreement ("the Agreement"), CT 05613SPEX104, entered into between the Department and Vendor for a term from March 27, 2013, through March 26, 2015, and in the amount of \$1,248,900.00, the Department agreed to purchase and Vendor agreed to provide the Department with Cellular Tracking Systems, more fully described in the Agreement; and

WHEREAS, the underlying contract was amended once to correct discrepancies between quantities listed in Vendor's Price Quote; and

WHEREAS, the underlying contract was amended a second time to modify provisions in the contract related to training and to purchase additional months of maintenance services for some of its systems, and which lowered the contract amount by \$36.00 to \$1,248,864.00; and

WHEREAS, the City requires additional and upgraded Cellular Equipment; and

WHEREAS, the Agreement term allowed for three, one (1) year renewal options, to allow for further Cellular Equipment and maintenance to be purchased by the Department; and

WHEREAS, the Agreement is being renewed in accordance with Procurement Policy Board Rules section 4-04 and Agreement section I. Contract Term.

NOW THEREFORE, in consideration of these premises, the Parties do hereby agree as follows:

1. The NYPD is now exercising the first of the three renewal options contained in the original agreement, and the Term of this Renewal Agreement shall be from March 27, 2015, through March 26, 2016.

2. The total amount of this Contract Renewal shall not exceed \$333,320.00. The Vendor shall be paid as goods are delivered and accepted in accordance with the payment terms in the Original Agreement, as amended.
3. List of Deliverables: Pursuant to the Original Agreement §II., as amended, the Vendor shall provide the NYPD with cellular tracking systems, upgrades, and training in accordance with the terms and conditions set forth in the Original Agreement, for the term of the Renewal:

Item Description	Estimated Quantity	Unit Price	Total
Item 1: [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Number [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Item 2: [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Item 3: [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Item 4: [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

RENEWAL GRAND TOTAL: \$333,320.00

4. Except as expressly amended herein, all the terms and conditions of the Agreement remain unchanged and in full force and effect during the term of this Renewal.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be executed in triplicate by their respective officers, duly authorized by the Vendor and by the Department, as follows:

HARRIS CORPORATION
1095 W. NASA Boulevard
Melbourne, FL 32919

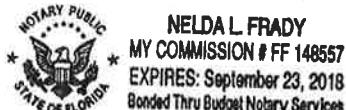
By: Matthew Pustay
Signature: 
Title: Contracts Manager
Date: 5-11-2015

NEW YORK CITY POLICE DEPARTMENT
1 Police Plaza
New York, New York 10038

By: Vincent D. Grippu
Signature: 
Title: Deputy Commissioner
Management and Budget
Date: May 15, 2015

Acknowledgement by Vendor:
STATE OF FLORIDA, COUNTY OF Brevard, ss:

On the 11 day of May, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Matthew Pustay, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

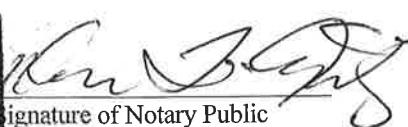



Signature of Notary Public

Acknowledgment by Department:
STATE OF NEW YORK, COUNTY OF NEW YORK, ss:

On the 15th day of May, 2015, before me the undersigned, personally appeared **Vincent D. Grippu**, personally known to me to be the **Deputy Commissioner, Management and Budget**, of the CITY OF NEW YORK, acting through its Police Department, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

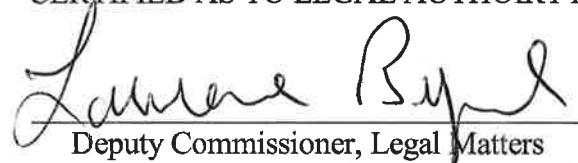



Signature of Notary Public

PIN # 05613SPEX104

Contract Title: Renewal to the Agreement Between Harris Corporation and The City
of New York Police Department

NEW YORK CITY POLICE DEPARTMENT
DEPUTY COMMISSIONER LEGAL MATTERS
APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY


Deputy Commissioner, Legal Matters

Dated: 5/21/15

TAX AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contracts except not applicable.

Full name of Proposer or Bidder: **HARRIS CORPORATION**

Address: **1025 W. NASA Boulevard, Melbourne, FL 32919**

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole Proprietorship *

SOCIAL SECURITY NUMBER: _____

B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER: _____

C - Corporation

EMPLOYER IDENTIFICATION NUMBER: 3 4 0 2 7 6 8 6 0

By: _____


Signature

Contracts Manager

Title

Must be signed by an officer or duly authorized representative.

If a corporation place seal here

* Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying of businesses which seek City contracts.



Harris Proprietary

Quote	QTE6779-05086
Date	11/20/2014
Page:	1

HARRIS CORPORATION
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437

Quotation

Bill To:	
NYPD Intel Center	
[REDACTED]	
[REDACTED]	

Ship To:	
NYPD Intel Center	
[REDACTED]	
[REDACTED]	

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C.). THIS DOCUMENT CONTAINS HARRIS TRADE SECRET AND CONFIDENTIAL BUSINESS OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. THIS DOCUMENT MAY CONTAIN TECHNICAL DATA ACCORDING TO THE DEPARTMENT OF STATE, INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), 22 CFR CHAPTER 1, SUBCHAPTER M, PARTS 123-130) AND THE DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATIONS (EAR), 15 CFR PARTS 730-774. THIS DOCUMENT AND THE INFORMATION IT CONTAINS MAY NOT BE EXPORTED OR SHARED WITH A FOREIGN NATIONAL WITHOUT A VALID EXPORT AUTHORIZATION, BEFORE MAKING OR PERMITTING ANY DISCLOSURE OF THIS DOCUMENT OR THE INFORMATION IT CONTAINS, WHETHER IN FULL OR IN PART. HARRIS SHALL BE GIVEN TIMELY NOTICE AND THE OPPORTUNITY TO CHALLENGE SUCH DISCLOSURE UNDER APPLICABLE LAW.

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Reg Ship Date	Master No.
	NYPD-001		BEST WAY	Net 30	0/0/0000	5,990
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		Please contact your sales representative for questions regarding the items quoted below.				\$0.00
		Delivery is 180 days ARO. Prices are subject to change. Quotes are valid 180 days from issue date. Attached Ts&Cs are applicable to all resultant orders.				\$0.00
		Yearly Maint Agreements provide extended hardware warranty and software upgrades. Each Maint Agreement extends maint for an additional year. See Maint Terms for additional information.				\$0.00
		This Quote will extend maintenance on the listed units from 4-10-2015 to 4-9-2016.				\$0.00
		The GSA Contract Number for purchasing the below items is GS-35F-0283J. Please ensure that the GSA Number is referenced on the PO.	EA			\$0.00
		[REDACTED]	[REDACTED]			

Additional
year
maintenance
on 4 Dell PowerEdge

000097



Harris Proprietary

Quote	QTE6779-05086
Date	11/20/2014
Page:	2

**HARRIS CORPORATION
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437**

Quotation

BILL TO:
NYPD Intel Center
[REDACTED]

Ship To:
NYPD Intel Center
[REDACTED]

~~DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C.). THIS DOCUMENT CONTAINS HARRIS TRADE SECRET AND CONFIDENTIAL BUSINESS OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. THIS DOCUMENT MAY CONTAIN TECHNICAL DATA ACCORDING TO THE DEPARTMENT OF STATE, INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), 22 CFR CHAPTER 1, SUBCHAPTER M, PARTS 123-130) AND THE DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATIONS (EAR), 15 CFR PARTS 730-774. THIS DOCUMENT AND THE INFORMATION IT CONTAINS MAY NOT BE EXPORTED OR SHARED WITH A FOREIGN NATIONAL WITHOUT A VALID EXPORT AUTHORIZATION. BEFORE MAKING OR PERMITTING ANY DISCLOSURE OF THIS DOCUMENT OR THE INFORMATION IT CONTAINS, WHETHER IN FULL OR IN PART, HARRIS SHALL BE GIVEN TIMELY NOTICE AND THE OPPORTUNITY TO CHALLENGE SUCH DISCLOSURE UNDER APPLICABLE LAW.~~

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
	NYPD-001		BEST WAY	Net 30	0/0/0000	5,990	
Quantity	Item Number	Description		UOM	Discount	Unit Price	Ext. Price
		The items quoted below are Catalog Priced Items not available on the GSA Contract. [REDACTED]		*			\$0.00
		Delivery will be 180 days for the above product.		EA		[REDACTED]	

Remit Payment To:	GCSD Mail Deposits:	GCSD Overnight Deliveries:
Electronic Funds Transfer (EFT):		
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA Account No: 30523187 ABA Rtg No: 021000089	Harris GCSD P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759	Harris GCSD - LB 6858 C/O Citibank Delaware Lockbox Operations 400 White Clay Center Drive Newark, DE 19711 Phone number: 302-781-1702

Subtotal	\$271,820.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$271,820.00

000098



Harris Proprietary

HARRIS CORPORATION
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437

Quote	QTE6779-05087
Date	10/2/2014
Page:	1

Quotation

Bill To:
NYPD Intel Center
[REDACTED]

Ship To:
NYPD Intel Center
[REDACTED]

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	NYPD-001		BEST WAY	Net 30	0/0/0000	5,991
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		Please contact your sales representative for questions regarding the items quoted below.	*			\$0.00
		Delivery is 120 days ARO. Prices are subject to change. Quotes are valid 180 days from issue date. Attached Ts&Cs are applicable to all resultant orders.	*			\$0.00
		Delivery will be 180 days for the above product after receipt of unit for upgrade.	EA		[REDACTED]	
		Delivery will be 120 days from initial product release, anticipated the end of April 2015.	EA		[REDACTED]	

Remit Payment To:

Electronic Funds Transfer (EFT):	GCSD Mail Deposits:	GCSD Overnight Deliveries:
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA Account No: 30523187 ABA Rtg No: 021000089	Harris GCSD P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759	Harris GCSD - LB 6859 C/O Citibank Delaware Lockbox Operations 400 White Clay Center Drive Newark, DE 19711 Phone number: 302-781-1702

Please reference the invoice number with your payment. Harris Tax ID# 34-0276860

Subtotal	\$61,500.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$61,500.00

000099

PURCHASE ORDER

**New York City Police Department
Technical Assistance Response Unit
Fort Totten – Building 614
Bayside, NY 11359
(718)971-1400**

P.O.#CF2015-15

June 1, 2015

Vendor Information: Company: Harris Corp-Wireless Products Group
Contact: Matthew Pustay
Address: 1025 W. NASA Blvd,
City / State: Melbourne, Fl 32919
Phone #: (800) 358-5297 Fax #: (321) 309-7437

Dear Sir/Madam:

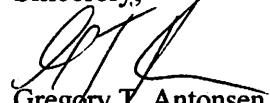
Please accept this letter as notification that the NYC Police Department is placing with you the following order. This order is placed under the terms and conditions provided by Contract # 05613SPEX104 (Quote# QTE6779-05086 and QTE6779-05087) from your company:

<u>Item(s)</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Cellular Tracking Systems, Upgrades and Maintenance as per contract amendment			
Maintenance	4	\$26,705.00	\$106,820.00
M-18-60-100-000 SN's 40385, 40396, 40057, 52095			
Directional Finding Antennas	3	\$55,000.00	\$165,000.00
N-07-10-100-000			
Directional Finding Antenna	1	\$51,000.00	\$ 51,000.00
N-07-30-216-000			
Roof Rack	1	\$10,500.00	\$ 10,500.00
A-46-10-416-000			
	Total		\$333,320.00

Deliver Items and Invoice to: **NYC POLICE DEPARTMENT
Fort Totten – Building 614
Bayside, NY 11359**

Please direct any questions to Sgt. Allison Keating at 718-971-1416. All antennas and roof rack need to be delivered prior to **June 30th, 2015**. Thank you for your assistance.

Sincerely,



Gregory T. Antonsen
Inspector

**This communication is CONFIDENTIAL and is for OFFICIAL USE ONLY
NOT TO BE PUBLISHED**

000100

**SECOND RENEWAL TO THE AGREEMENT BETWEEN HARRIS CORPORATION AND
THE CITY OF NEW YORK POLICE DEPARTMENT**

This **SECOND RENEWAL**, dated as of April 22, 2016, by and between **The City of New York** ("the City"), acting by and through the **Police Department of the City of New York** ("the Department" or "NYPD") having its principal office at One Police Plaza, New York, New York 10038, and **HARRIS CORPORATION**, through its **Electronic Systems Segment, which is included but not limited to Government Communications Systems, ("Harris" or "Vendor")** having its principal office located at 1025 West NASA Boulevard, Melbourne, FL 32919.

PIN # 05613SPEX104

WITNESSETH:

WHEREAS, by an Agreement ("the Original Agreement"), CT 05613SPEX104, entered into between the Department and Vendor for a term from March 27, 2013, through March 26, 2015, and in the amount of \$1,248,900.00, the Department agreed to purchase and Vendor agreed to provide the Department with Cellular Tracking Systems equipment and maintenance, more fully described in the Original Agreement; and

WHEREAS, the Original Agreement was amended two times which lowered the Original Agreement contract value to \$1,248,864.00; and

WHEREAS, the NYPD requires continued maintenance for items purchased under this contract; and

WHEREAS, the Original Agreement term allowed for three, one (1) year renewal options, to allow for further Cellular Equipment and maintenance to be purchased by the Department; and

WHEREAS, the first one-year Renewal was exercised by NYPD for the term March 27, 2015, through March 26, 2016, and in the amount of \$333,320.00, which included new items and maintenance; and

WHEREAS, NYPD is exercising the second of three, one-year renewal options contained in the Original Agreement, as amended, and is being renewed in accordance with Procurement Policy Board Rules section 4-04 and Original Agreement section I. Contract Term.

NOW THEREFORE, in consideration of these premises, the Parties do hereby agree as follows:

1. The NYPD is now exercising the second of the three, one-year renewal options contained in the Original Agreement, and the Term of this Second Renewal Agreement shall be from March 27, 2016, through March 26, 2017.

000101

2. The total amount of this Contract Renewal shall not exceed \$104,216.00. The Vendor shall be paid as goods and services are delivered and accepted in accordance with the payment terms in the Original Agreement, as amended.
3. List of Deliverables: Pursuant to the Original Agreement §II., as amended, the Vendor shall provide the NYPD with maintenance in accordance with the terms and conditions set forth in the Original Agreement, as amended, and as more fully detailed in Vendor's quote # Q000000204, dated March 2, 2016, attached hereto as Appendix 1 to this Second Renewal Agreement, for the term of the Renewal:

Item Description	Qty.	UOM	Unit Price	Total
Item 1: (Mait 18100) [REDACTED] [REDACTED] GSA# [REDACTED]	[REDACTED]	EA.	[REDACTED]	[REDACTED]
Item 2: (Mait 18100) [REDACTED] [REDACTED] GSA# [REDACTED]	[REDACTED]	EA.	[REDACTED]	[REDACTED]
Item 3: (Mait 18100) [REDACTED] [REDACTED] (GSA# [REDACTED])	[REDACTED]	EA.	[REDACTED]	[REDACTED]
Item 4: (Mait 18100) [REDACTED] [REDACTED] GSA# [REDACTED]	[REDACTED]	EA.	[REDACTED]	[REDACTED]
Item 5: [REDACTED] [REDACTED]	[REDACTED]	EA.	[REDACTED]	[REDACTED]
Item 6: [REDACTED] [REDACTED]	[REDACTED]	EA.	[REDACTED]	[REDACTED]
Item 7: [REDACTED] [REDACTED]	[REDACTED]	EA.	[REDACTED]	[REDACTED]
Item 8: [REDACTED]	[REDACTED]	EA.	[REDACTED]	[REDACTED]

SECOND RENEWAL GRAND TOTAL: \$104,216.00

4. Except as expressly amended herein, all the terms and conditions of the Original Agreement remain unchanged and in full force and effect during the term of this Renewal.

000102

IN WITNESS WHEREOF, the parties hereto have caused this Second Renewal Agreement to be executed in triplicate by their respective officers, duly authorized by the Vendor and by the Department, as follows:

HARRIS CORPORATION,
Electronic Systems Segment
1095 W. NASA Boulevard
Melbourne, FL 32919

By: Brooke Rutherford

Signature: BRutherford

Title: Contracts Manager

Date: 4/5/2016

NEW YORK CITY POLICE DEPARTMENT
1 Police Plaza
New York, New York 10038

By: Vincent D. Grippo

Signature: Vincent D. Grippo

Title: Deputy Commissioner
Management and Budget

Date: 4/12/2016

Acknowledgement by Vendor:

STATE OF FLORIDA, COUNTY OF , ss.:

On the 5th day of April, 2016, before me, the undersigned, a Notary Public in and for said state, personally appeared Brooke Rutherford, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



SUSAN D. EBERLE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF083074
Expires 2/22/2018

Susan D. Eberle

Signature of Notary Public

Acknowledgment by Department:

STATE OF NEW YORK, COUNTY OF NEW YORK, ss.:

On the 12th day of April, 2016, before me the undersigned, personally appeared **Vincent D. Grippo**, personally known to me to be the **Deputy Commissioner, Management and Budget**, of the CITY OF NEW YORK, acting through its Police Department, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

KEVIN T MURTAGH
Notary Public, State of New York
No. 02MU6085420
Qualified in New York County
Commission Expires Dec. 30, 2018

Kevin T. Murtagh

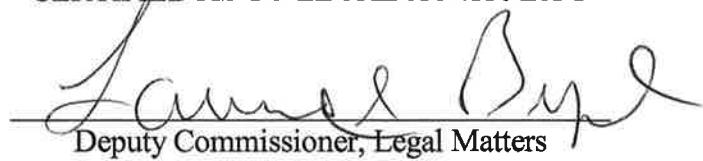
Signature of Notary Public

000103

PIN # 05613SPEX104

**Contract Title: Second Renewal to the Agreement Between Harris
Corporation and The City of New York Police Department**

NEW YORK CITY POLICE DEPARTMENT
DEPUTY COMMISSIONER LEGAL MATTERS
APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY



Deputy Commissioner, Legal Matters

Dated: 3/4/16

000104

PIN 05613SPEX104⁴ SECOND RENEWAL AGREEMENT -- Page 4
PRIVILEGED and CONFIDENTIAL

TAX AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contracts except not applicable.

Full name of Proposer or Bidder: **HARRIS CORPORATION, Electronic Systems Segment, which is included but not limited to Government Communications Systems**
Principal Address: **1025 W. NASA Boulevard, Melbourne, FL 32919**

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole Proprietorship *

SOCIAL SECURITY NUMBER: _____

B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER: _____

C - Corporation

EMPLOYER IDENTIFICATION NUMBER: 3 4 0 2 7 6 8 6 0

By: B Rutherford

Signature

Contractor Manager

Title

Must be signed by an officer or duly authorized representative.

If a corporation place seal here

* Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying of businesses which seek City contracts.

000105



Harris Proprietary

Quotation

HARRIS CORPORATION
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297

Quote	Q000000204
Date	March 2, 2016
Page	1 of 2

Bill To:
NEW YORK POLICE DEPT
KEVIN T. MURTAGH
NEW YORK, NY
KEVIN.MURTAGH@nypd.org

Ship To:
NEW YORK POLICE DEPT
KEVIN T. MURTAGH
NEW YORK, NY
KEVIN.MURTAGH@nypd.org

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Line Item	Qty	Part Number	Description	Unit Price	Extended Price
-----------	-----	-------------	-------------	------------	----------------

The GSA Contract Number for purchasing the below items is GS-35F-0283J. Please ensure that the GSA Number is referenced on the PO.

GSA	[REDACTED]	Mait 18100	[REDACTED]	[REDACTED]
GSA	[REDACTED]	Mait 18100	[REDACTED]	[REDACTED]
GSA	[REDACTED]	Mait 18100	[REDACTED]	[REDACTED]
GSA	[REDACTED]	Mait 18100	[REDACTED]	[REDACTED]
GSA	[REDACTED]	Mait 18100	[REDACTED]	[REDACTED]

The items quoted below are Catalog Priced Items not available on the GSA Contract.

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

000106

Remit to Payment:	Subtotal	\$104,216.00
	Tax	\$0.00



HARRIS CORPORATION
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297

Electronic Funds Transfer
Harris Corporation, GCS
Citibank Delaware
Philadelphia, PA
Account No: 30523187
ABA Rtg No: 021000089

GCSD Mail Deposits:
Harris GCS
PO Box 7247-LB 6759
Philadelphia, PA 19170-6759

GCSD Overnight Deliveries:
Harris GCS - LB6859
C/O Citibank Delaware Lbox Ops
400 White Clay Center Drive
Newark, DE 19711
Phone: 302-781-1702

Quote	Q000000204
Date	March 2, 2016
Page	2 of 2

Freight	\$0.00
Purchase Price	\$104,216.00

Please reference the invoice number with your payment.

Payment Terms: NET 30

Freight Terms: FOB DESTINATION, NEXT DAY STANDARD OVERNIGHT

Additional Notes

Delivery is 90 days ARO unless otherwise noted.

Quotes are valid 180 days from issue date. Attached Terms and Conditions are applicable to all resultant orders.

Yearly Maint Agreements provide extended hardware warranty and software upgrades.

Each Maint Agreement extends Maint for an additional year. See Maint Terms for additional information.

Maint POP from 07/1/16 to 06/30/17. Previously Quote #5512

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