

**CONTRACT
BETWEEN THE STATE OF TENNESSEE
AND
COMMUNICATIONS LABORATORIES, INC.**

This Contract, by and between the State of Tennessee, Central Procurement Office, hereinafter referred to as the "State" and Communications Laboratories, Inc., hereinafter referred to as the "Contractor," is for the provision of Emergency Notification Communications System, as further defined in the "SCOPE OF SERVICES."

The Contractor is: For-Profit Corporation
Contractor Place of Incorporation or Organization: 750 North Drive,
Melbourne, FL 32934
Contractor Edison Registration ID # Number: 69481

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, specified, and detailed herein and shall meet all service and delivery timelines as specified.
- A.2. The Contractor shall provide an emergency notification communication system utilizing voice and data technology for the Tennessee State Emergency Operations Center (SEOC) to provide critical notifications to the State and local governmental entities. This system will replace the existing legacy National Alert Warning System (NAWAS). The contractor shall provide a complete turnkey emergency notification system to include hardware, software, installation, training and support.
- A.3. The Contractor shall provide an emergency notification system with four (4) optional tiers of service for each remote client station:
- a. Tier I: Basic
 - 1) Send/Receive Voice with no redundancy
 - b. Tier II: Intermediate
 - 1) Send/Receive Voice and Data with no redundancy
 - c. Tier III: Premium
 - 1) Send/Receive Voice with redundancy
 - d. Tier IV: Elite
 - 1) Send/Receive Voice and Data with redundancy
- A.4. The Contractor shall provide three (3) communication servers which are to be located at three different locations as determined by the Contractor and approved by the State. The servers shall be redundant in nature and hosted at separate geographic facilities to provide survivability to the network. All remote client configuration data shall be maintained on Contractor's server and be mirrored on all servers as changes or updates are made to remote clients. The three (3) servers shall remain the property of the contractor and shall be serviced, maintained and administered by the Contractor at no additional cost to the State.
- a. The Contractor shall provide an emergency notification communication system that has redundant communication paths for secure voice and data using a system design, whereby messages are delivered to all stations simultaneously. Should a communication path become unavailable, the State's remote station client instruments shall automatically sense the failure of the primary communications path and shall automatically switch over to the backup communications.

- b. The Contractor shall ensure that each of the three (3) communication servers provided by the Contractor shall constantly mirror account and messaging data.
- A.5. The Contractor's servers shall receive incoming voice and data messages from remote messaging clients, provide decryption of the message payload, authenticate the source of the message, and scan attachments for viruses.
 - a. The Contractor's servers will deliver the voice and/or data message to the destination stations.
 - b. The Contractor shall notify the State within fifteen (15) minutes once a virus has been identified and isolated.
- A.6. The Contractor shall provide an emergency notification communication system that shall continuously monitor the National Oceanic and Aerospace Administration (NOAA) and National Weather Service (NWS) product data streams, automatically constructing, and delivering weather alerts to the State's remote messaging clients based upon user preferences as configured by the State at the remote messaging client computer.
- A.7. The Contractor shall provide an emergency notification communication system that shall forward to cell phones, pagers, and e-mail devices all messages including but not limited to weather related alerts based upon the State's preferences including the type of alert, geographic target of the alert, day of the week, and time of day selections. The State will provide a listing of the devices (i.e., laptops, iPads, Cell Phones, etc.) and their telephone numbers and email address upon contract award and updates as occurring during the term of this contract.
- A.8. The Contractor shall provide an emergency notification communication system that includes network management center and customer support group that shall monitor the status of the system twenty-four (24) hours a day, three hundred sixty-five (365) days a year.
 - a. The Contractor shall provide an emergency notification communication system that shall be up and available 99.999% of the time excluding time for scheduled maintenance. Scheduled maintenance time will be communicated ahead of time and the time will be approved by the State.
 - b. The Contractor shall respond to non-redundant outages within two (2) business days upon notification by the State.
- A.9. The Contractor shall provide an emergency notification communication system that shall capture information pertinent to each message which includes the time and date that the voice and/or data message was received, the originator of the voice and/or data message, the subject of the voice and/or data message, the size of the voice and/or data message, and the presence of attached files.
- A.10. The Contractor shall provide an emergency notification communication system which will provide a system confirmation to the originator of receipt of the voice and/or data message by each intended recipient. The confirmation receipt listing shall include a list of destinations, time received and time acknowledged for each voice and/or data message.
 - a. The Contractor's system shall notify the voice and/or data originator within one (1) minute if the voice and/or data are undeliverable by the system.
 - b. The Contractor shall provide voice and/or data message receipt summary to the State for review quarterly in a Microsoft Excel spreadsheet format.
- A.11. The Contractor shall provide an emergency notification communication system which will provide redistributing incoming messages to cell phones, pagers, and e-mail addresses, via an internal notification system. Notifications can be configured based upon the type of event or alert and the time of day. Notifications should be Common Alert Protocol (CAP) compatible messages.

- a. The Contractor shall automatically notify remote system locations by above mentioned forms of communications in the event of equipment failure.
- A.12. The Contractor shall provide an emergency notification communication system that shall access and launch alert and warning EMERGENCY ALERT SYSTEM (EAS) components which shall be fully compliant with Common Alert Protocol (CAP) and Emergency Data Exchange Language (EDXL).
- a. The Contractor shall provide an EAS encoder and decoder that shall originate and receive formatted EAS messages. EAS messages shall include the options to select a State defined event type, destination Federal Information Processing Standard (FIPS) codes, alert valid time, and a specified alert duration in compliance with part 11 of the Federal Communications Commission (FCC) rules and regulations. In addition to the basic data elements the EAS encoder shall allow the State to enter a description of the event, recommended action to be taken by the public, and a Uniform Resource Locator (URL) address that the public might go to for additional information.
 - b. The Contractor shall provide an EAS encoder that shall compose the alert message text and attach audio recordings in multiple foreign languages to include but not limited to Spanish, Arabic, Kurdish, and Japanese. Alerts composed in multiple languages shall be delivered by the system to the destination decoder software devices, which upon receipt will automatically construct and play the alert in the language selected at the receiving station.
 - c. The Contractor shall provide an emergency notification communication system that shall include an EAS decoder that includes computer generated audio pronouncement of the text of an incoming alert originated by the National Weather Service (NWS). The Contractor software shall provide the State the selection of either an abbreviated form of the message text or the full text of the message. Abbreviated forms of the message shall be constructed from the ZCZC data element of the incoming NWS weather bulletin and include at a minimum, the event type, a description of the affected counties, time valid and event duration.
- A.13. The Contractor shall provide an emergency notification communication system which shall provide an interface for the State to compose, send, view, reply, archive, and forward voice and/or data messages to other State remote messaging client stations.
- A.14. The Contractor shall provide an emergency notification communication system that shall allow the originator of the voice and/or data message to select destination addresses from allowed system destinations, State provided e-mail addresses, and State defined groups.
- A.15. The Contractor shall provide an emergency notification communication system that shall allow the originator to cut and paste text, tables, and photos from other electronic documents into the body of the message. The system shall allow a minimum of ten (10) megabytes (Mb) upload capacity. There shall be no more than one (1) second voice delay.
- A.16. The Contractor shall provide an emergency notification communication system that shall provide the Tennessee State Warning Point at the State Emergency Operations Center, in Nashville, Tennessee, the current status of the remote client stations.
- a. The Contractor shall provide an emergency notification communication system that includes a station monitoring tool that shall visually indicate the status of each station in the network, and display the status of each station including but not limited to station ready, station failing, station loss of path, and State shut down of the station.
 - b. The Contractor shall provide an emergency notification communication system that shall provide an overall percentage of system readiness. Based upon State

selection, the station monitoring tool shall provide alarm trigger points should the system readiness drop below a specified level. Alarms when triggered shall initiate pager, cell phone, or e-mail notifications based upon the State designation.

- A.17. The Contractor shall provide an emergency notification communication system that shall display the current status of each remote station and its availability for voice and data communications. This status shall be displayed on a touch screen device using appropriately labeled icons which shall display the designation of the remote station and the current status of the site. The icons shall be arranged within the screen to achieve appropriate operational groupings.
- A.18. The Contractor shall provide an emergency notification communication system that shall be configured to support one statewide communications circuit, which is a digital emulation of a four (4) wire conference voice circuit. The Contract shall include a minimum of four (4) additional digital voice conference circuits, provided by Contractor at no additional cost to the State.
- A.19. The Contractor shall provide an emergency notification communication system that shall initiate a private point to point call or a multi-point conference call to unlimited locations within the network.
- A.20. The Contractor shall provide an emergency notification communication system equipped with a USB interface; include an internal speaker, volume control, light emitting diode (LED) alert indicator light, and a push to talk handset in consonance with optional Tier of service selected.
- A.21. The contractor shall provide software which will be compatible with Windows 8, Windows 7, and the Windows XP operating systems or any future operating system.
- A.22. The system shall be voice and data compatible and interoperable with the Federal NAWAS system and NAWAS systems in all states within FEMA Region IV.
- A.23. The Contractor will notify the State in writing upon completion of the installation of the Emergency Notification Communication System and when the individual Station(s) are operable. The State will verify within fifteen (15) business days after installation that each installed station and the Emergency Notification Communication System meets the specified requirements in Section A.
- A.24. Deficiencies or issues found in the Emergency Notification Communication System or individual installed station(s) which are not in compliance with the contract requirements in Section A will be documented by the State. The Contractor will have seven (7) business days after written notification by the State to correct deficiencies and issues identified.

Warranty, Technical Support, Licensing, and Training

A.25. Warranty

- a. The Contractor warrants the emergency communication notification system in its entirety as being compliant in all respects with the terms of the Contract and warrants that these products or services will be free from defects in materials and workmanship, and that the products or services will be performed. The Contractor represents and warrants that all equipment and software provided shall meet or exceed the minimum specifications set forth herein, and in all documents incorporated.
- b. The Contractor expressly warrants that emergency communication notification system hardware, products, software and services provided shall operate without defects in material, labor and workmanship for a period of one (1) year after installation and acceptance by the State.
- c. The Contractor represents and warrants that for the Warranty Period that the System shall be free from any defect, deficiency, faultiness, imperfection, inadequacy, incompleteness or other condition which would render the System inoperable in any way or which would prevent the full system performance in accordance with the specifications set forth herein. This warranty includes without limitation, correction of errors, design

deficiencies, performance deficiencies, and incorrect or defective documentation, including those found during acceptance testing, implementation, and the Warranty Period. Acceptance testing in any form shall not in any way relieve the Contractor of its responsibilities to correct any Defect during the Warranty Period.

- d. The Contractor shall provide warranty to include all parts and labor. The Warranty shall apply to all hardware, network, components, and software accepted by the State. There will be no charges for repair, replacement parts unless the required repair/replacement is due to misuse, abuse, fault or negligence of the State or an act of God. The Contractor shall respond within one (1) business day upon notification by the State.
- e. The Contractor represents and warrants that the software as delivered to the State shall not contain a computer virus.
- f. The Contractor warrants any non-stationary component that requires replacement, including but not limited to computer, monitor, optical mouse, keyboard, push to talk handset or digital phone, the replacement component(s) must be new and meet or exceed the requirements and will be shipped via overnight to the location and include a pre-paid return shipping label.
- g. The Contractor shall be responsible for onsite visits, as determined by the State, the replacement or repair will be completed within two (2) calendar days. The replacement component(s) must be new and meet or exceed requirements.
- h. The Contractor represents and warrants that it will meet or exceed the Maintenance and Technical Support requirements as set forth in Scope of Service A. 26. "Maintenance and Technical Support".

A.26. **Maintenance and Technical Support**

- a. The contractor must provide toll free telephone and/or on-site technical support services.
- b. The Contractor shall provide twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year for technical support services in response to any equipment or software failure or technical support. Return contact to the remote station clients will be within two (2) hours via phone or email with issues resolved within two (2) business days.
- c. The Contractor shall provide software updates at no additional cost to the State for the term of contract. Software updates are defined as correction releases to repair anomalies, enhancements and improvements to the already purchased product feature/functionality set (point release modifications) and new releases of the software (level releases).
- d. The Contractor must provide software support/updates as outlined below:
 - 1. The Contractor shall provide the State software support via telephone toll-free telephone number twenty-four (24) hours a day, seven (7) a week, three hundred sixty-five (365) days a year for the term of the contract.
 - a. The State may contact via e-mail and receive response within two (2) hours.
 - b. The Contractor shall provide technical support for software upgrades or reinstalls for the term of the contract.
 - 2. The Contractor shall troubleshoot and run support diagnostics utilizing remote control software. The State will allow the support staff to connect to the State's system via a secure remote connection and "take control" of the system to perform troubleshooting and/or resolution services. The Contractor's support analyst shall at all times advise

the State of their intention to access the system, and upon completion shall advise the State that the Contractor has left the system, providing in two (2) calendar days written documentation of what steps were taken to resolve an issue.

3. The Contractor shall open a ticket assigning a unique number for tracking purposes on all support requests. All tickets will be closed only after the State has verified the resolution to be satisfactory.
- e. Contractor will arrange to dispatch replacement equipment by overnight delivery to the State, upon the request of the State when equipment must be returned to the Contractor for repair or replacement.
1. Contractor shall dispatch replacement equipment for overnight delivery to the State at no additional cost to the State. The replacement equipment must be same make and model or better than the unit it replaces and in all cases, shall be compatible with the existing system. State shall ship the faulty unit back to Contractor in the shipping carton provided by the Contractor.
 2. Contractor shall be responsible for providing a pre-paid return shipping label for the return shipment
 3. Contractor shall pay all costs of shipping the equipment to and from the State, and of the equipment to and from the Contractor.

A.27. Licensing

- a. The contractor must provide licensing for each station on a year to year basis.

A.28. Installation

- a. The Contractor must provide installation and training based on the outline below:
- b. The Contractor will conduct a "kick-off" toll-free teleconference call meeting with the State within five (5) business days of execution of contract. During the kick off conference call, the State and the Contractor will develop a schedule for delivery of implementation and training.
- c. The Contractor shall complete delivery and installation of the initial purchase of 118 remote client stations within a not to exceed nine (9) months from the date of issuance of Purchase Contract Release Order(s).
- d. The Contractor shall complete delivery and installation of all other stations that are purchased in addition to the State's initial purchase of 118 units purchased within a not to exceed ninety (90) business days after the issuance date of Purchase Contract Release Order(s).

A.29. Training

- a. The Contractor shall provide the State with training that will consist of but not limited to the following topics:
 - 1.) Instruction and operation of the Emergency Notification System
 - 2.) Instruction on use of system to monitor system for weather alerts from NWAS
 - 3.) Reports
 - 4.) Trouble shooting
 - 5.) Reporting Remedy Tickets
- b. The Contractor shall provide the State with onetime training workshop in each of the State's three (3) regions (i.e. West/Jackson, Middle/Nashville, and East/Knoxville). The regional training workshops shall be half day sessions with two (2) workshops

scheduled per day with up to thirty (30) participants attending each session at no additional cost to the State.

- c. The Contractor will provide training no later than 120 days after the complete delivery and installation of the State's initial purchase of 118 remote client stations.
- d. The regional training workshops shall be via phone, web conference, or remote login into the Contractor's system at no additional cost to the State.
- e. The Contractor will provide training materials electronically including, but not limited to, PowerPoint, PDF handouts, PDF manuals and training videos or DVDs. Updates to training manuals supplied will be provided to the State at no additional cost for the term of the contract.

B. CONTRACT PERIOD:

- B.1. This Contract shall be effective for the period beginning August 1, 2013 and ending on July 31, 2018. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be affected through contract amendment, and shall be based upon payment rates provided in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Liability. The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid any liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The Contractor is not guaranteed payment of any appropriated funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State as established in section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Year 1 2013 - 2014	RFP # 32101-01309 Cost Item Descriptions	
Service Tier Levels	Equipment and Service / Station	Amount
Basic: Send/Receive Voice with No Redundancy	Equipment, Installation, Warranty	\$ 2,320.00/ EA
	Annual Maintenance Fee & Technical Support	\$ 240.00/ YR
	Annual Licensing / Usage Fee	\$ 588.00/ EA
	Training	\$ 0/ EA
Intermediate: Send/Receive Voice and Data with No Redundancy	Equipment, Installation, Warranty	\$ 4,160.00/ EA
	Annual Maintenance Fee & Technical Support	\$ 240.00/ YR
	Annual Licensing / Usage Fee	\$ 828.00/ EA
	Training	\$ 0 / EA
Premium: Send/Receive Voice with Redundancy	Equipment, Installation, Warranty	\$ 6,245.00/ EA
	Annual Maintenance Fee & Technical Support	\$ 240.00/ YR
	Annual Licensing / Usage Fee	\$ 948.00/ EA
	Training	\$ 0 / EA
Elite: Send/Receive Voice and Data with Redundancy	Equipment, Installation, Warranty	\$ 8,440.00 / EA
	Annual Maintenance Fee & Technical Support	\$ 240.00/ YR
	Annual Licensing / Usage Fee	\$ 2,290.00/ EA
	Training	\$ 0/ EA
Year 2 2014 - 2015	RFP #32101-01309 Cost Item Descriptions	
Service Tier Levels	Equipment and Service / Station	Amount
Basic: Send/Receive Voice with No Redundancy	Equipment, Installation, Warranty	\$ 2,390.00/ EA
	Annual Maintenance Fee & Technical Support	\$ 247.00/ YR
	Annual Licensing / Usage Fee	\$ 606.00/ EA
Intermediate: Send/Receive Voice and Data with No Redundancy	Equipment, Installation, Warranty	\$ 4,285.00/ EA
	Annual Maintenance Fee & Technical Support	\$ 247.00/ YR
	Annual Licensing / Usage Fee	\$ 853.00/ EA
Premium: Send/Receive Voice with Redundancy	Equipment, Installation, Warranty	\$ 6,432.00/ EA
	Annual Maintenance Fee & Technical Support	\$ 247.00/ YR
	Annual Licensing / Usage Fee	\$ 976.00/ EA
Elite: Send/Receive Voice and Data with Redundancy	Equipment, Installation, Warranty	\$ 8,693.00/ EA
	Annual Maintenance Fee & Technical Support	\$ 247.00/ YR
	Annual Licensing / Usage Fee	\$ 2,358.70/ EA

Year 3 2015 - 2016	RFP #32101-01309 Cost Item Descriptions	
Service Tier Levels	Equipment and Service / Station	Amount
Basic: Send/Receive Voice with No Redundancy	Equipment, Installation, Warranty	\$ 2,461.00/ EA
	Annual Maintenance Fee & Technical Support	\$ 255.00/ YR
	Annual Licensing / Usage Fee	\$ 624.00/ EA
Intermediate: Send/Receive Voice and Data with No Redundancy	Equipment, Installation, Warranty	\$ 4,413.00/ EA
	Annual Maintenance Fee & Technical Support	\$ 255.00/ YR
	Annual Licensing / Usage Fee	\$ 878.00/ EA
Premium: Send/Receive Voice with Redundancy	Equipment, Installation, Warranty	\$ 6,625.00/ EA
	Annual Maintenance Fee & Technical Support	\$ 255.00/ YR
	Annual Licensing / Usage Fee	\$ 1,006.00/ EA
Elite: Send/Receive Voice and Data with Redundancy	Equipment, Installation, Warranty	\$ 8,954.00 / EA
	Annual Maintenance Fee & Technical Support	\$ 255.00 / YR
	Annual Licensing / Usage Fee	\$ 2,429.00/ EA

Year 4 2016 - 2017	RFP #32101-01309 Cost Item Descriptions	
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Service Tier Levels	Equipment and Service / Station	Amount
Basic: Send/Receive Voice with No Redundancy	Equipment, Installation, Warranty	\$ 2,535.00/ EA
	Annual Maintenance Fee & Technical Support	\$ 262.00/ YR
	Annual Licensing / Usage Fee	\$ 643.00/ EA
Intermediate: Send/Receive Voice and Data with No Redundancy	Equipment, Installation, Warranty	\$ 4,546.00/ EA
	Annual Maintenance Fee & Technical Support	\$ 262.00/ YR
	Annual Licensing / Usage Fee	\$ 905.00/ EA
Premium: Send/Receive Voice with Redundancy	Equipment, Installation, Warranty	\$ 6,824.00/ EA
	Annual Maintenance Fee & Technical Support	\$ 262.00/ YR
	Annual Licensing / Usage Fee	\$ 1,036.00/ EA
Elite: Send/Receive Voice and Data with Redundancy	Equipment, Installation, Warranty	\$ 9,223.00/ EA
	Annual Maintenance Fee & Technical Support	\$ 262.00/ YR
	Annual Licensing / Usage Fee	\$ 2,502.00/ EA

Year 5 2017 - 2018	RFP #32101-01309 Cost Item Descriptions	Amount
Service Tier Levels	Equipment and Service / Station	Amount
Basic: Send/Receive Voice with No Redundancy	Equipment, Installation, Warranty	\$ 2,262.25/ EA
	Annual Maintenance Fee & Technical Support	\$ 270.00/ YR
	Annual Licensing / Usage Fee	\$ 662.00/ EA
Intermediate: Send/Receive Voice and Data with No Redundancy	Equipment, Installation, Warranty	\$ 4,682.00/ EA
	Annual Maintenance Fee & Technical Support	\$ 270.00/ YR
	Annual Licensing / Usage Fee	\$ 932.00/ EA
Premium: Send/Receive Voice with Redundancy	Equipment, Installation, Warranty	\$ 7,029.00/ EA
	Annual Maintenance Fee & Technical Support	\$ 270.00/ YR
	Annual Licensing / Usage Fee	\$ 1,067.00 / EA
Elite: Send/Receive Voice and Data with Redundancy	Equipment, Installation, Warranty	\$ 9,499.00/ EA
	Annual Maintenance Fee & Technical Support	\$ 270.00/ YR
	Annual Licensing / Usage Fee	\$ 2,577.00/ EA

* NOTICE: The amount(s) per compensable increment detailed above shall be contingent upon the State's receipt of an invoice (as required in section C.5., below) for said service(s) within thirty (30) days after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

**Department of Military: TEMA
3041 Sidco Drive
Nashville, Tennessee 37204**

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Department of General Services, Central Procurement Office
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq...*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures', or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Elaine W. Williams
Central Procurement Office, Department of General Services
312 Rosa L. Parks Avenue
Nashville, TN 37243
Elaine.W.Williams@tn.gov
Telephone # (615) 253-5411
FAX # (615) 741-0684

The Contractor:

Mr. Jared Maynard, RFP POC
Communications Laboratories, Inc.
750 North Drive
Melbourne, FL 32934
j.maynard@comlabs.com
Telephone # (321) 409-9898 x 305

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E. 3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract.

Should such an event occur; the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Insurance.

The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
- (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
- (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

NOTE: "Umbrella" or "excess" insurance is not an acceptable substitute for the specified minimum amounts of required liability and workers compensation insurance. The Contractor shall provide, no later than the contract start date, a valid certificate of insurance naming the State of Tennessee as an additional insured.

E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the

confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.7. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

E.9. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.10. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP # 32101-01309 ATTACHMENT 6.1 PROPOSAL STATEMENTS OF CERTIFICATIONS AND ASSURANCES and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

- E.11. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

- E.12. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.13. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
- i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- Executive means officers, managing partners, or any other employees in management positions.
- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.

- c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E. 14. Local Government Purchases and Payments

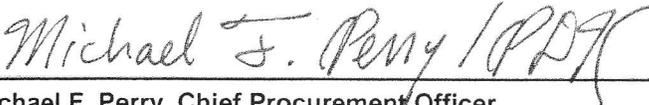
The State reserves the right to extend the Contractor's services, pricing, and terms and conditions to all State agencies, and local governmental agencies such as city and county governments and special districts within the geographic limits of the State of Tennessee. Purchases made by local governmental entities are to be paid by the purchasing local government entity and are not the liability or responsibility of the State. Payment methods shall be determined between each participating Local government entity and the Contractor.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

 <hr/>	07/18/2013
CONTRACTOR SIGNATURE	DATE
Roland Lussier	CEO
<hr/>	
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)	

STATE AGENCY NAME: Department of General Services, Central Procurement Office

 <hr/>	7/18/13
Michael F. Perry, Chief Procurement Officer	DATE

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	RFP 32101-01309
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CONTRACTOR LEGAL ENTITY NAME:	Communications Laboratories, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	86-0507042

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Jared Maynard

Vice President

PRINTED NAME AND TITLE OF SIGNATORY

07/18/2013

DATE OF ATTESTATION