

STATE of NEW YORK
DEPARTMENT of TRANSPORTATION

Central Purchasing Office
50 Wolf Road, 1st Floor — Albany 12232

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www.dot.state.ny.us/purchase

NOTICE of PROCUREMENT
CONTRACT AWARD

ITEM DESCRIPTION:	Dedicated Short-Range Comm. Devices (MCNU's)
CONTRACT PERIOD:	March 1, 2008 through December 31, 2008
PROPOSAL REFERENCE:	BA-07-034 (January 15, 2008)

Direct Inquiries To: ►►►►►► Christopher Magin, Sr. Purchasing Agent

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>
PA05419	TechnoCom Corporation 16133 Ventura Blvd, Suite 640 Encino CA 91436	Tel: 818/501-1900 Fax: 818/501-1919 Janice Partyka
	FID #95-4529943	jpartyka@technocom-wireless.com www.technocom-wireless.com

TAX PROVISIONS

Purchases made by the State of New York are not subject to state or local sales taxes or federal excise taxes. There is no exemption from paying the New York State truck mileage, unemployment insurance, or federal social security taxes. The official State agency purchase order or voucher is sufficient evidence to qualify the transaction exempt from sales tax under section 116(a)(1), Tax Law. For tax free transactions under the Internal Revenue Code, the New York State registration number is **14740026K**.

**EXTENSION of CONTRACT PRICING to other
TRANSPORTATION FEDERATION PARTNERS**

The New York State Transportation Federation was created in November, 2003 to more closely coordinate the activities of the state's transportation agencies and authorities to create a seamless statewide transportation system. Comprised of the state Department of Transportation, the state Thruway Authority and the state Bridge Authority, the Federation is charged with developing strategies to better coordinate transportation planning and policy making; to streamline operations and eliminate duplicative requirements; and to ensure the efficient operation of New York's transportation system.

Bidder understands and agrees that contract pricing offered herein will further be extended upon request to said Transportation Federation Partners. In the event such Federation partners choose to make purchases from the resulting Contract Award(s), said partners shall be solely and individually responsible – with respect to their purchases made under the contract, for: 1) any and all payments due and owing; and 2) administration of the contract Terms and Conditions (from which there can be no deviation), and resolution of disputes.

The state shall not be liable for any acts or omissions of the "Partners" and the Contractor expressly agrees to hold the State harmless from any acts and omissions of the partners with respect to all transactions between the Contractor and the partners pursuant to this contract. Participation by a Federation Partner may not alter, delete or in any other manner change the terms and conditions of the contract. In addition, NYSDOT assumes the role of "Lead Agency" with respect to the contract, and the contractor agrees not to place its interest in orders placed by such Federation Partner(s) ahead of that of NYSDOT. Participation by Federation Partners may be subject to the Comptroller's approval at any time.

PRICES

All prices are net, as specified in the Proposal. Commodity items are to be delivered F.O.B. destination, including dock delivery and unloading by Contractor's driver, unless otherwise specified.

CONTRACT PAYMENTS

Payments cannot be processed by State facilities until the contract items have been delivered in satisfactory condition. Payment will be based on any invoice used in the supplier's normal course of business, however, such invoice must contain sufficient data including but not limited to Contract No., description of material, quantity, unit and price per unit as well as Federal Identification Number. State facilities are required to promptly forward properly completed vouchers to the Office of the State Comptroller for audit, giving particular attention to those involving cash discounts.

PAYMENTS OF INTEREST

The payment of interest on certain payments due and owed may be made in accordance with the criteria established by Chapter 153, Laws of 1984 (Article 11A of New York State Finance Law) and the Comptroller's Bulletin No. A-91.

PURCHASE ORDERS

Purchase Orders shall be effective and binding upon the contractor when placed in the mail (or otherwise delivered to the Contractor) addressed to the contractor at the address shown on the face of this Notice of Contract Award.

PROVISIONS UNDER ARTICLE 15-A

Provisions under Article 15-A of the New York State Executive Law, relating to participation by minority group members and women with respect to State contracts, enacted by Chapter 261 of the Laws of 1988, require that the State of New York develop measures and procedures to ensure that certified minority and women-owned businesses (MWBE's) are given the opportunity for meaningful participation in the performance of State contracts, to identify those state contract requirements for which such businesses may best bid, and to promote employment of minority group members and women.

Any successful bidder who receives a contract award with an anticipated value in excess of \$25,000 as a result of this bid solicitation is encouraged and urged, but is not mandated, to utilize MWBE subcontractors or suppliers in the performance of the contract. Such bidder may be requested to complete a utilization plan indicating intent to comply with the minority and women-owned business participation policy expressed in Article 15-A. Compliance includes the utilization of minority and women-owned businesses as suppliers or subcontractors in connection with the contract. To assist in identifying certified firms, a directory is available from the New York State Department of Economic Development, Division of Minority and Women's Business Development, 30 South Pearl St., Albany, NY 12245 (518-292-5253).

Further, submission of compliance reports relating to the implementation of and adherence to the utilization plan may be requested during the contract period.

REQUEST FOR CHANGE

Any request by the contractor regarding changes in any part of the contract must be made in writing to the Department of Transportation, Purchase Section, prior to effectuation. Such requests are subject to approval of the State Comptroller.

ADDITIONAL TERMS AND CONDITIONS

It is understood and agreed that all terms and conditions detailed in the Invitation for Bids, whether or not specifically set forth herein, including those of Appendix A - Standard Clauses for All New York State Contracts, are made a part of the contract(s) set forth in this Notice of Contract Award.

It is further understood that the State reserves the right to terminate any Contract "for cause" immediately via written notification to the Contractor, in the event that any information or declaration furnished by the Contractor with respect to a submitted Vendor Responsibility Questionnaire, or to State Finance Law Section 139 (k), or to provisions of New York State Tax Law, Section 5a (Chapter 60 of the Laws of 2004) is found to have been intentionally false or incomplete.

EQUIPMENT DETAILS

DEDICATED SHORT-RANGE COMMUNICATIONS DEVICES (DSRC's) suitable for roadside use in connection with the Vehicle Infrastructure Integration (VII) Systems Initiative which is being directed and managed by the United States Department of Transportation (USDOT).

Equipment offered is the **Multiband Configurable Networking Unit (MCNU) Model RI500S** as manufactured by TechnoCom Corporation of Encino, CA. It supports 5.9 GHz WAVE DSRC wireless broadband communications and is compatible with VII Proof-of-Concept applications. Each unit delivered will include communication software as necessary to render the unit fully operational, along with a perpetual license to use the software at no additional cost. Software upgrades which may become available will be furnished without charge for one year from delivery.

Additionally, each unit delivered will include a pole mounting kit (for roadside use); AC/DC Power Supply with connecting cable(s); and four serial/USB cables as necessary for connection. Access to ancillary software for test and configuration (for download to a standard laptop PC) shall be provided at no additional cost.

Unless specified otherwise on the agency purchase order, each unit delivered will include a suitable, "service duty" DSRC RSE 9dBI gain antenna. The ordering agency has the option of choosing to furnish antennae of higher quality/different specifications from other sources, in which case a \$250 deduction may be taken from the unit price specified (must be so noted on the face of the agency purchase order).

Contractor *may* (but is not required to) offer further price deduction for customers who do not require the Pole Mount Kit (\$300) or the Power Supply (\$599).

All equipment offered is to be standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered. No attachment or part may be substituted or applied contrary to manufacturer's recommendations and standard practice.

TELEPHONE / ON-LINE SUPPORT

During the warranty period, "troubleshooting" telephone support will be made available by the Contractor during normal (west coast) business hours via a telephone (760/438-5115 – Ext. 108) and via email at . . . mcnusupport@technocom-wireless.com.

DELIVERY AND MINIMUM ORDER

Price shown is "f.o.b. delivered – freight prepaid" to any point in New York State subject to a minimum order quantity of ten units per any one delivery location. Smaller quantities are understood to be "f.o.b. destination - freight pre-paid and added to invoice".