



1301 E. Algonquin Road  
Schaumburg, IL 60196  
Office: (863) 381-2211  
Fax: (239) 236-0344

January 1, 2014  
to Dec 2017  
State of Florida Contract  
#725-500-12-1

**VENICE FIRE RESCUE**

Qty.	Model	Description	Unit Price	Extended
<b><u>APX8000XE 700/800 and VHF</u></b>				
<u>40</u>	H91TGD9PW6 N	APX8000XE MULTI-BAND MODEL II	\$6,317.25	\$252,690.00
	QA02006	ENH: APX8000XE RUGGED RADIO		
	QA01427	Alt: IMPACT GREEN HOUSING		
	H58	ADD: 3 YEAR SERVICE FROM START		
	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION		
	H38BT	ADD: SMARTZONE OPERATION		
	Q361AR	ADD: P25 9600 BAUD TRUNKING		
	QA05509	DEL: DELETE UHF BAND		
	QA00631	ADD: DVRS PSU SOFTWARE		
		ADP Encryption, Channel Announcement, Bluetooth 4.0		
<u>40</u>		Trade-in Credit	(\$400.00)	(\$16,000.00)
<u>40</u>		Volume Incentive	(\$350.00)	(\$14,000.00)
		(Requires Purchase Order by 11-15-17)		
<u>40</u>	QA09001	ADD: WIFI CAPABILITY	\$225.00	\$9,000.00
<b><u>APX SERIES ACCESSORIES</u></b>				
<u>40</u>	PMMN4106BGRN	AUDIO ACCESSORY-AUDIO (GREEN)	\$423.50	\$16,940.00
		ADAPTER,APX XE500 REMOTE		
<u>40</u>		XE Accessory Promotion	(\$150.00)	(\$6,000.00)
<u>20</u>	NNTN8930A	SPARE BATTERY,LITHIUM ION,BATT	\$119.35	\$2,387.00
		IMPRES 2 LIION TIA4950 R IP68 2650T		
<u>3</u>	NNTN7686A	XTS IMPRES MUC Adapter (6 Inserts)	\$159.39	\$478.17
<u>20</u>	NNTN8860	IMPRES II Single Unit Chargers	\$115.50	\$2,310.00
<u>26</u>	NNTN7624	IMPRES Vehicular Charger (No Labor)	\$330.33	\$8,588.58
<u>40</u>	CLRSLBLAN	CUSTOM FIREFIGHTER STRAP	\$100.00	\$4,000.00



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Qty.	Model	Description	Unit Price	Extended
<b><u>DIGITAL VEHICULAR REPEATER SYSTEM (DVRS)</u></b>				
<u>3</u>	TT1259 TT05715AA	800 MHZ DVR SIDE-BY-SIDE IN-BAND Vehicular Mount Hardware Used with a 700/800 APX Remote Mount Mobile (Requires an APX REMOTE Mount Mobile)	\$9,110.40	\$27,331.20
<u>3</u>	HAF4016	UNITY GAIN ANTENNA	\$17.71	\$53.13
<b><u>INSTALLATION AND SERVICES</u></b>				
<u>3</u>	SVC03SVC0126D	INSTALLATION OF MOBEX DVRS	\$950.00	\$2,850.00
<u>40</u>	SVC03SVC0126D	PROGRAMMING ON SARASOTA SYSTEM	\$50.00	\$2,000.00
<b>VENICE FIRE TOTAL</b>				<b>\$292,628.08</b>



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## Land Mobile FM or PM Communications Equipment

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## Land Mobile FM or PM Communications Equipment 725-500-12-1

<b>Effective Period</b>	07/19/2011 through 12/31/2017
<b>Contract Type</b>	State Term Contract
<b>Contract Information</b>	<a href="#">Pricing</a> <a href="#">Contractors</a> <a href="#">How to Use this Contract</a> <a href="#">Frequently Asked Questions</a>
<b>Contract Documents</b>	<a href="#">Microsoft Word</a> ( <a href="#">W</a> 400.61 KB) <a href="#">PDF</a> ( <a href="#">P</a> 2.12 MB) <a href="#">Amendments and Memorandums</a> <a href="#">TIPS - Product Change Request</a> ( <a href="#">W</a> 15.24 KB) <a href="#">TIPS - Reseller Add Request</a> ( <a href="#">W</a> 15.48 KB) <a href="#">Product Change Request form</a> ( <a href="#">W</a> 674.00 KB) <a href="#">Reseller Add Request</a> ( <a href="#">W</a> 27.50 KB)
<b>Contract Administration</b>	<a href="#">Jennifer Hyatt</a> (850) 488-8300 <a href="mailto:Jennifer.hyatt@dms.mylflorida.com">Jennifer.hyatt@dms.mylflorida.com</a>
<b>Commodity Codes</b>	725-040-000-0000, 725-500-000-0000, 725-520-000-0000, 725-522-000-0000, 725-580-000-0000, 725-582-000-0000, UNSPSC-43221708, UNSPSC-43191510

### Description

"THIS CONTRACT WILL NOT BE RE-PROCURED"

This multiple-award state term contract includes three categories of trunked and conventional radio equipment. Category One:



## AMENDMENT NO.: 5

### Contract Extension

Alternate Contract Source No.: 725-500-12-1

Contract Name: Land Mobile FM or PM Communication Equipment

**This Amendment** ("Amendment"), to the Land Mobile FM or PM Communications Equipment Contract No. 725-500-12-1 Alternate Contract Source "ACS" or "Contract"), between the State of Florida, Department of Management Services ("Department") and Contractor Name ("Contractor"), collectively referred to herein as the "Parties", shall be effective July 1, 2017.

**WHEREAS**, the Department originally entered into a state term contract with (vendor name) on July 20, 2011; and was subsequently renewed on April 28, 2016; and, is scheduled to expire on June 30, 2017; and,

**WHEREAS**, in accordance with Section 287.057(12), F.S., and by mutual agreement, the Parties wish to extend the Contract for a period not exceeding six months; and,

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. **Contract Extension.** The Department hereby executes an extension for a period of six months, effective July 1, 2017 through December 31, 2017. This extension shall expire at the end of six months.

2. Section 4.14 of the STC is hereby deleted in its entirety and replaced with the following:

**Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3. Section 2.19 of the STC is hereby deleted in its entirety and replaced with the following:

**Public Records.** The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service;
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and
- (e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

**Protection of Trade Secrets or Confidential Information.** If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

# state purchasing

We serve those who serve Florida

## AMENDMENT NO.: 5

### Contract Extension

Alternate Contract Source No.: 725-500-12-1

Contract Name: Land Mobile FM or PM Communication Equipment

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

4. Section 12.0 of the STC is hereby deleted in its entirety and replaced with the following:

**Contractor Certification.** If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5. To the extent any of the terms of this Amendment conflict with the terms of the ACS, the terms of this Amendment shall control.

6. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

In witness whereof, the Parties have executed this amendment by their duly authorized representatives.

**State of Florida:**  
Department of Management Services

**Contractor:**  
Name)

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Rosalyn Ingram

**Name:** \_\_\_\_\_

**Title:** Director of State Purchasing and  
Chief Procurement Officer

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_